



**HARDWORKING RECRUITS**  
WORKING HARD FOR YOU

## Candidate Registration Form

### Personal Details

These details are required to create your personnel file and ensure we have ways of contacting you.

Please complete all sections.

Title	
First Name	
Surname	
Address 1	
Address 2	
City / Town	
County	
Postcode	
Marital Status	
Date of Birth	
Email Address	
Mobile	
Home Phone	
NI Number	
Nationality	
First Language	
Other Languages	

## Right to Work in the UK

In line with Home Office 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 Hardworking Recruits Limited for temporary work.

PLEASE ENSURE YOU PROVIDE PROOF OF IDENTITY AND A VALID VISA IF RELEVANT.

Please select your current employment status:

British	
European Union	
Rest of the World	
Student / Working Holidaymaker	

Please indicate which documents you have, in order to comply with your right to work in the UK.

Valid Passport	YES	NO
Full Birth Certificate	YES	NO
Share Code	YES	NO
Visa – work permit for right to work in the UK (if applicable)	YES	NO
National Insurance Number on official document – P45, P60, NI Card	YES	NO

Information on acceptable documents, if you do not have a Share Code, can be found at:

<https://www.gov.uk/legal-right-work-uk>

## Your Current Circumstances

This enables us to set up your tax code.

Please read the following statements and select the one that applies to you.

This is my first job since last 6 April, and I <b>have not</b> been receiving taxable Job Seekers Allowance, Employment and Support Allowance, taxable Incapacity Benefit, or a State or Occupational Pension	
This is now my only job, but since last 6 April I <b>have</b> had another job, or I have received taxable Job Seekers Allowance, Employment and Support Allowance, or taxable Incapacity Benefit. I do not receive a State or Occupational Pension.	
I have another job or receive a State or Occupational Pension.	

## Bank Details

Please only provide details if you are the account holder. Hardworking Recruits and our payroll providers are only able to make payments into bank accounts in your name.

Bank Name	
Account Name	
Account Number	
Sort Code	
Signature	

By typing your name in the field above, you are signing this form electronically. You agree your electronic signature is the legal equivalent of your manual signature on this form.

## Health and Disability

The following questions are asked to find out your needs in terms of reasonable adjustments to access our recruitment service and to find out your needs 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
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If yes, please specify:

Do you have any health issues or disability that would mean you are unable to work night shifts?	YES	NO
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If yes, please specify:

If you are going to be working nights, are you agreeable to filling in a night worker medical form?	YES	NO
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If you have a disability, do you have needs in terms of reasonable adjustments, in order to access this recruitment service and to attend interview, or to take aptitude tests etc.?	YES	NO
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If YES, please specify:

## Driver Details

These details are for roles that require a valid driving licence.

Do you have a full driving licence	YES	NO
Do you have regular use of a vehicle?	YES	NO
Do you have any penalty points?	YES	NO
If so, how many?		points

## 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 a temporary assignment, the client wishes to employ me direct, I acknowledge that Hardworking Recruits 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).

Name	
Signature	Date

By typing your name in the field above, you are signing this form electronically. You agree your electronic signature is the legal equivalent of your manual signature on this form.

## Work Experience & Skills

Please provide at least 3 years of work history, and/or indicate your relevant experience and skills.

# Working Time Directive

## 1. Definitions

1.1. In this agreement the following definitions apply:

- “The Company” means Hardworking Recruits Limited.  
“The Temporary worker” means You.  
“The Assignment” means the period during which the Temporary Worker is engaged to render services.  
“The Client” means the person, firm or corporate body requiring the services of the Temporary Worker.  
“The Working Week” means an average of 48 hours each week (not including meal breaks, rest periods and periods of travelling to and from work) calculated over a 17-week reference period. The limit on 8 hours for night-time work in a 24-hour period cannot be removed by this agreement.  
“17 Week Reference Period” means the last 17 weeks actually worked excluding periods of paid leave.

1.2. 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.

## 2. Restriction

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

## 3. Consent to Opt-out

3.1. The Temporary Worker hereby agrees that the Working Week limit shall not apply to any Assignment.

## 4. Withdrawal of Consent

4.1. The Temporary worker may end this Agreement by giving the Company at least four weeks' notice in writing.

4.2. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be considered as termination by the Temporary Worker of an Assignment with a Client.

4.3. Upon expiry of the notice set out in Clause 4.1 the working week limit shall apply with immediate effect.

## 5. 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

I hereby agree to the Working Time Directive.

Name	
Signature	Date

By typing your name in the field above, you are signing this form electronically. You agree your electronic signature is the legal equivalent of your manual signature on this form.

## Criminal Record Disclosure

Certain types of employment and professions are exempt from the Rehabilitation of Offenders Act 1974 (ROA), and in those cases, particularly where the employment is sought in relation to positions involving working with children or vulnerable adults, the role may be excepted from the requirements of the (ROA). We will tell you where this is the case. The information you provide will be treated in the strictest of confidence and only considered where the offence is relevant to the post for 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.

Do you have any unspent convictions?	YES	NO
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If YES, please give details:

Information regarding which offences must be declared can be found at: <https://www.gov.uk/government/collections/dbs-filtering-guidance>

## Data Protection & Privacy Notice

All Personal Data provided to Hardworking Recruits Limited is processed in accordance with our Privacy Notice which can be found at: <https://www.hardworkingrecruits.co.uk/privacy>

## Equal Opportunities

Hardworking Recruits Limited is dedicated to ensuring equal opportunities for all job seekers. Working to consistently uphold this principle, we regularly access all aspects of our recruitment processes to prevent any form of unlawful or undesirable discrimination. We treat everyone equally and fairly, recognising the protected characteristics under the Equality Act 2010 of Age, Disability, Gender reassignment, Marriage or Civil Partnership, Race, Religion or Belief, Sex, Sexual Orientation, Pregnancy and Maternity and Transgender. It is our expectation that all our staff members adhere to and respect this policy.

In determining candidates for vacancies or assignments, Hardworking Recruits Limited guarantees that each candidate is evaluated solely on their qualifications, merits, and ability to fulfil the duties required for the specific position. Trades Union Membership or otherwise does not feature in this evaluation.

Additionally, we will make the appropriate checks to confirm a candidate has the right to work in the UK.

## Manual Handling

Manual handling refers to the process of moving or supporting a load by physical means. This includes activities such as lifting, carrying, pushing, pulling, or putting down a load. The load can be any object, person, or animal that is being moved manually. Manual handling is a common activity in many workplaces and daily life but can pose a risk of injury if not done correctly.

Proper manual handling techniques are essential to prevent injuries, particularly musculoskeletal disorders, which can occur due to incorrect lifting or carrying practices. Training and awareness are crucial to ensure that individuals understand the best practices for safe manual handling, including using mechanical aids where necessary, adopting good posture, and seeking assistance with heavy or awkward loads.

### Good Handling Techniques

#### 1. Plan the Lift:

Determine where the load will be placed. Use appropriate handling aids if available. Consider if you need assistance with the load. Remove any obstructions such as discarded wrapping materials. For a long lift, such as from floor to shoulder height, consider resting the load midway on a table or bench to adjust your grip.

#### 2. Position Your Feet:

Stand with your feet apart to create a balanced and stable base for lifting. Avoid tight skirts and unsuitable footwear that make this difficult. Position your leading leg as far forward as is comfortable, ideally pointing in the direction you intend to move.

#### 3. Adopt a Good Posture:

When lifting from a low level, bend your knees but do not kneel or over-flex them. Keep your back straight, maintaining its natural curve (tucking in your chin can help). If necessary, lean forward slightly over the load to get a good grip. Ensure your shoulders are level and facing the same direction as your hips.

#### 4. Get a Firm Grip:

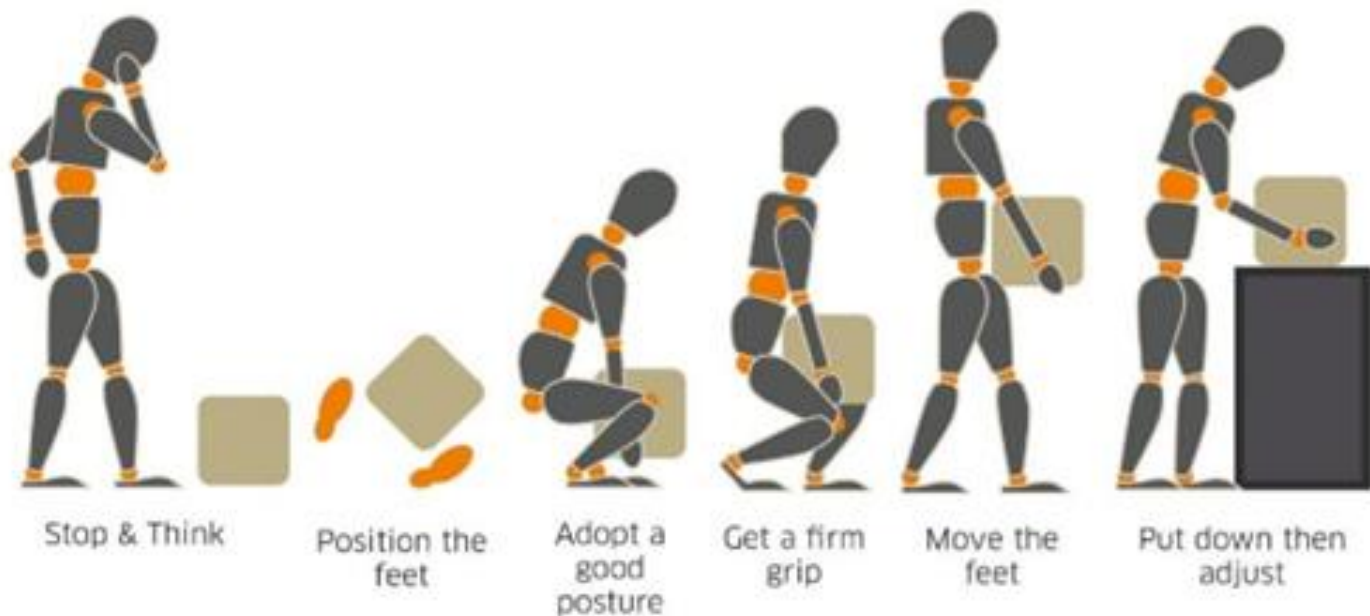
Try to keep your arms within the boundary formed by your legs. The best grip position and type depend on the circumstances and your preference, but it must be secure. A hook grip is less tiring than keeping your fingers straight. If you need to change your grip as you lift, do so as smoothly as possible.

#### 5. Move Your Feet:

Avoid twisting your trunk when turning to the side. Keep the load close to your trunk for as long as possible, with the heaviest side next to your body. If you cannot get close to the load, slide it towards you before lifting. Lift smoothly without jerking, raising your chin as the lift begins to maintain control of the load.

#### 6. Put Down, Then Adjust:

If precise positioning of the load is necessary, put it down first, then slide it into the desired position.



I acknowledge that I have received, read and understood the contents of this document relating to good lifting techniques.

Name		
Signature		Date

By typing your name in the field above, you are signing this form electronically. You agree your electronic signature is the legal equivalent of your manual signature on this form.



## TERMS OF ENGAGEMENT FOR AGENCY WORKERS (CONTRACT FOR SERVICES)

Employment Business' name:  
Hardworking Recruits Limited, a company  
registered in England & Wales with  
registered number 15606487 and having  
its registered office at 100 Lodge Road,  
Stratford-upon-Avon.

Agency Worker's Name ("You")

Agency Worker's Address:

Postcode:

### 1. DEFINITIONS AND INTERPRETATION

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 he/she  
completes the Qualifying Period, as set out  
in any variation to the relevant Assignment  
Details Form;

#### **"Agency Worker"**

means [name and address of Agency  
Worker] supplied by the Employment  
Business to provide services to the Hirer;

#### **"Agency Workers Regulations"**

means the Agency Workers Regulations  
2010

#### **"Agreed Deductions"**

means any deductions the Agency Worker  
has agreed can be made from their pay;

#### **"Assignment"**

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

#### **"Assignment Details Form"**

means written confirmation of the  
assignment details to be given to the  
Agency Worker upon acceptance of the  
Assignment;

#### **"Calendar Week"**

means any period of 7 days starting with  
the same day as the first day of the First  
Assignment;

#### **"Conduct Regulations"**

means the Conduct of Employment  
Agencies and Employment Businesses  
Regulations 2003

#### **"Confidential Information"**

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

#### **"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 2018, the  
retained UK GDPR and any applicable  
statutory or regulatory provisions 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"**

Hardworking Recruits Limited (registered  
company no.15606487) Of 100 Lodge  
Road, Stratford-upon-Avon.

#### **"Engagement"**

means the engagement, employment or  
use of the Agency Worker by the Hirer or  
any third party to whom the Agency Worker  
has been introduced by the Hirer, on a  
permanent or temporary basis, whether  
under a contract of service or for services,  
and/or through a company of which the  
Agency Worker is an officer, employee or  
other representative, an agency, license,  
franchise or partnership arrangement, or  
any other engagement; and "Engage",  
"Engages" and "Engaged" shall be  
construed accordingly;

#### **"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 the National Living Wage being the minimum gross rate of pay (subject to Deductions) that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;

**“Leave Year”**

means the period during which the Agency Worker accrues and may take statutory leave commencing on January 1st and runs until December 31st;

**“Period of Extended Hire”**

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

**“Qualifying Period”**

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

**“Relevant Period”**

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

**“Temporary Work Agency”**

means as defined in the Schedule to these Terms;

**“Terms”**

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

**“Transfer Fee”**

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

**“Type of Work”**

The Agency Worker shall be engaged on a flexible basis ("Flexi Worker") and may be offered various temporary assignments. The nature of the work and duration of the assignments may vary according to the needs of the company or client stated in the assignment details and written statement of particulars, and the Agency Worker is under no obligation to accept any particular assignment. **“Working Time Regulations”**

means the Working Time Regulations 1998

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

**2. THE CONTRACT**

2.1 These Terms 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;

3.2.2 And the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work.

3.3 At the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with an Assignment Details Form setting out the following:

3.3.1 the identity of the Hirer, and if applicable the nature of their business;

3.3.2 the date the Assignment is to commence and the duration or likely duration of Assignment;

3.3.3 the Type of Work, location and hours during which the Agency Worker would be required to work;

3.3.4 the Hourly Rate that will be paid and any expenses payable by or to the Agency Worker;

3.3.5 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 Working Time Regulations, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the first Assignment.

3.7 If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition, the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.

3.8 If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods

and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

#### **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 between 1 October 2011 and prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;

4.2.2 provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and

4.2.3 inform the Employment Business if, since 1 October 2011, s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment: 4.2.3.1 completed two or more assignments with the Hirer;

4.2.3.2 completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or

4.2.3.3 worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.

4.3 If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.

4.4 If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.

4.5 The Agency Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

## 5. TIMESHEETS

5.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Agency Worker shall deliver to the Employment Business a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Hirer.

5.2 Subject to clause 5.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.

5.3 Where the Agency Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business shall make no payment to the Agency Worker for hours not worked.

5.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the Agency Workers Regulations.

## 6. REMUNERATION

6.1 The Employment Business shall pay to the Agency Worker the Actual Rate of Pay unless and until the Agency Worker completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form.

6.2 If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker:

6.2.1 the Actual QP Rate of Pay; And

6.2.2 the Emoluments (if any), which will be notified on a per Assignment basis and as

set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.

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

6.4 If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Agency Worker may be entitled to receive a bonus. The Agency Worker will comply with any requirements of the Employment Business and/or the Hirer relating to the assessment of the Agency Worker's performance for the purpose of determining whether or not the Agency Worker is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, the Agency Worker is entitled to receive a bonus, the Employment Business will pay the bonus to the Agency Worker.

## 7. ANNUAL LEAVE

7.1 Subject to clause 7.3, 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 The Agency Worker's entitlement to payment for annual leave under clause 7.1 accrues in proportion to the amount of time worked by them on Assignment during the pay period at the rate of 12.07%

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 The Agency Worker must take all annual leave during the Leave Year in which it accrues and, except as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, the Agency Worker may not carry any annual leave forward to the next year. The Agency Worker is responsible for ensuring that they request and take all paid annual leave within the Leave Year.

7.5 If the Agency Worker wishes to take paid annual leave during an Assignment he/she 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 he/she 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 7.1 the amount of annual leave accrued during an Assignment will be calculated in accordance with and paid in proportion to the amount of annual leave they have accrued whilst on the assignment. This will be based on the number of hours which the Agency Worker has worked on Assignment.

7.7 Subject to clause 7.3, during 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, provided the Employment Business has not opted to pay rolled up holiday pay.

7.8 Except 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 this contract is terminated by either party, the Agency Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 7 at the date of termination.

7.9 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.

## 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 3 weeks, the Employment Business will forward his/her P45 to his/her last known address.

## 10. INTELLECTUAL PROPERTY RIGHTS

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

## 11 CONFIDENTIALITY

11.1 In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:

11.1.1 not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;

11.1.2 to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and

11.1.3 not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

## 12. DATA PROTECTION

12.1 The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.

12.2 The Agency Worker agrees that it is an express condition of these terms that the Employment Business, any other intermediary involved in supplying the services of the Agency Worker to the Hirer and the Hirer may:

12.2.1 process his/her personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and

12.2.2 export and/or process where necessary his/her personal data in jurisdictions outside the UK for purposes connected with the performance of these Terms.

## 13 SEVERABILITY

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

## 14 NOTICES

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

## 15 GOVERNING LAW AND

### JURISDICTION

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

Signed by Temporary Worker:

By typing your name in the field above, you are signing this form electronically. You agree your electronic signature is the legal equivalent of your manual signature on this form.

Agency Workers 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, 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 does not count for the purposes of the definition of "Qualifying Period".

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

(a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or

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

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