



# Rail & Transport

Application Pack  
(PAYE)



# Rail & Transport



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# Personal Details

**IMPORTANT: PLEASE FILL THIS FORM OUT IN BLOCK CAPITALS**

Title (Please circle the appropriate title)

Mr      Mrs      Miss      Ms      Other:

Surname

Date of Birth

First Name(s)

National Insurance Number

Nationality (As indicated on your passport)

Landline Number

Full Address

Mobile Number

Email Address

Postcode

Nearest Airport (In home country)

# General Information

Do you have a full valid UK driving licence:

Yes       No

Have you ever been dismissed from an employer for being under the influence of alcohol / drugs:

Yes       No

Do you have your own transport:

Yes       No

(If 'Yes' please provide details)

How did you hear about Linear Recruitment:

Have you ever been involved in any railway related transgressions:

Yes       No

(If 'Yes' please provide details)



# Working With Us

So we can match you to the right role, please indicate below when you would prefer to work.

Prepared to work away from home?

- Weekends
- Weekdays
- Both

- Yes
- No

# Competency Certification / Qualifications

Sentinel Card

- Yes
- No

Sentinel Card Number

--	--	--	--	--	--	--	--

Please tick the competencies you currently hold:

- |  |   |
|--|---|
| <input type="checkbox"/> PTS AC                    | <input type="checkbox"/> Person in Charge of Possession                 |
| <input type="checkbox"/> PTS DCCR                  | <input type="checkbox"/> AOD (Auxiliary Operating Duties) LXA / PO / HS |
| <input type="checkbox"/> Lookout / Site Warden     | <input type="checkbox"/> TIC (Track Induction Course)                   |
| <input type="checkbox"/> Individual Working Alone  | <input type="checkbox"/> MC / CC (Machine / Crane Controller)           |
| <input type="checkbox"/> Controller of Site Safety | <input type="checkbox"/> Machine Operator                               |
| <input type="checkbox"/> Engineering Supervisor    | <input type="checkbox"/> Possession Support                             |
| <input type="checkbox"/> Protection Controller     | <input type="checkbox"/> Safe System of Work Planner                    |
| <input type="checkbox"/> Safe Work Leader          |   |

Do you have any skill certificates that do not appear on your Sentinel Card:

- Yes
- No

Do you have other qualifications such as NVQ's etc:

- Yes
- No

(If yes please list them in the space below)

(If yes please list them in the space below)



# Employment History

Tell us about your previous roles. Include your 2 most recent roles.

Company Name:

Job Title:

Company Address:

Job Duties:

Postcode:

Salary / Hourly Rate:

Reason For Leaving:

Dates From – To:

From: DD/MM/YYYY

To: DD/MM/YYYY

Company Name:

Job Title:

Company Address:

Job Duties:

Postcode:

Salary / Hourly Rate:

Reason For Leaving:

Dates From – To:

From: DD/MM/YYYY

To: DD/MM/YYYY



# Referee Contact Information

Who would you like us to contact for a reference? Please give 2 persons

Referee 1

Name:

Their Position:

Full Address:

Company:

Telephone Number:

Postcode:

Referee 2

Name:

Their Position:

Full address:

Company:

Telephone Number:

Postcode:

# Assisting Candidates

So we can take positive action to assist all of our Candidates, please provide us with some basic detail:

If 'Yes' what reasonable adjustment(s) would assist you the most?

Do you have a medical condition that requires us to make reasonable adjustments?

Yes       No



## Right to Work in the UK & Identification

Are you eligible to work in the UK? Please read this section carefully.

UK Resident:  
(Are you a full time resident in the UK?)

Yes  No

Permission to Work:  
(Do you have immigration permission to work in the UK?)

Yes  No

Employment Restrictions

Are you a student?

Yes  No

Do you have a visa?

Yes  No

If you are residing in this country for the purposes of further education, how many hours are you permitted to work each week?:

Hours per week

In line with the prevention of illegal working we are required to take copies of your original documentation as evidence of your right to work in the UK.

## What Evidence Do You Have?

List A – No restriction on stay with an on-going right to work in the UK (**MUST HAVE ONE OF THE FOLLOWING**):

- |   |   |
|---|---|
| <input type="checkbox"/> UK Passport                          | <input type="checkbox"/> Biometric Residence Permit         |
| <input type="checkbox"/> Residence Permit                     | <input type="checkbox"/> Passport or Other Travel Documents |
| <input type="checkbox"/> Registration Certificate or Document |   |

List A – No restriction on stay with an on-going right to work in the UK (**MUST HAVE TWO OF THE FOLLOWING**):

- |  |  |
|--|--|
| <input type="checkbox"/> P45 or P60                                | <input type="checkbox"/> Letter from Government Agency       |
| <b>AND</b>   |  |
| <input type="checkbox"/> Immigration Status Document               | <input type="checkbox"/> Certificate of Registration         |
| <input type="checkbox"/> <b>FULL</b> UK Birth/Adoption Certificate | <input type="checkbox"/> Naturalisation as a British Citizen |
| <input type="checkbox"/> Letter Issued from the Home Office        | <input type="checkbox"/> Border & Immigration Agency Letter  |



List B – Right to work in the UK for up to 12 months; for example non-EEA Nationals **(MUST HAVE ONE OF THE FOLLOWING):**

- |   |   |
|---|---|
| <input type="checkbox"/> Passport or Travel Documents       | <input type="checkbox"/> Biometric Residence Permit         |
| <input type="checkbox"/> Resident Card                      | <input type="checkbox"/> Letter Issued from the Home Office |
| <input type="checkbox"/> Border & Immigration Agency Letter |   |

List B – Right to work in the UK for up to 12 months; for example non-EEA Nationals **(MUST HAVE A COMBINATION OF THE FOLLOWING):**

- Work Permit issued by the Home Office, Border & Immigration or UK Border Agency
- AND**
- |   |   |
|---|---|
| <input type="checkbox"/> Passport or Travel Document        | <input type="checkbox"/> Letter Issued from the Home Office |
| <input type="checkbox"/> Border & Immigration Agency Letter |   |

List B - Right to work in the UK for up to 12 months; for example non-EEA Nationals **(MUST HAVE A COMBINATION OF THE FOLLOWING):**

- Evidence of verification of a right to work by the UK Border Agency's Employer Checking Service
- AND**
- Certificate of Application issued by the Home Office, the Border and Immigration Agency or the UK Border Agency to or for a family member of an EEA or Swiss national, stating that the holder is permitted to take employment which is less than 6 months old
- Application Registration Card (ARC) issued by the Home Office, the Border and Immigration Agency or UK Border Agency stating that the holder is permitted to take employment

List B – Right to work in the UK for up to 12 months; for example non- EEA Nationals **(MUST HAVE A COMBINATION OF THE FOLLOWING):**

- |   |   |
|---|---|
| <input type="checkbox"/> P45 or P60                         | <input type="checkbox"/> Letter from Government Agency      |
| <b>AND</b>  |   |
| <input type="checkbox"/> Immigration Status Document        | <input type="checkbox"/> Letter Issued from the Home Office |
| <input type="checkbox"/> Border & Immigration Agency Letter |   |





# Criminal Convictions

Do you have any unspent\* convictions:

Yes       No

If 'Yes' to the previous question, what are the dates of the convictions:

\*Certain types of employment and professions are exempt from the Rehabilitation of Offenders Act 1974 and in those cases particularly where the employment sought in relation to positions involving 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 Linear Recruitment, the offence is relevant to the post to which you are applying.

Please use this box to provide details of any convictions that are **UNSPENT\***

# Emergency Contact Details

Name:

Full Address

Postcode

Relationship to you:

Contact Number:

GP's Name:

Surgery Name:

Full Address

Postcode

Prescribed Medication: (By your GP or Doctor)

Yes       No

If 'Yes' please specify:



## PPE Equipment

If you already have your own Personal Protective Equipment, please list it below so we know you will be adequately protected whilst you are at work.

If you require any PPE / additional PPE then you must let your Linear Consultant know immediately.

Please list the PPE you currently have below confirming its condition:  
(Giving clear details i.e. "like new" or "ready for replacing" or "Safety boots have a good tread and are in excellent condition" etc.)

Equipment	Condition

## Bank Details

So we can pay you for the work you have done, please provide us with your bank details:

Account Number









Sort Code







Name of Bank:

Branch

Account Name (As it appears on your Bank Card/Account)



## Monitoring, Auditing & Data Protection

### The Data Protection Act

The information you provide on this form and on any CV given will be used by Linear Recruitment Ltd to provide you work finding services. In providing this service, you consent to your personal data being included on a computerised database and consent to us transferring your personal details to our clients.

We may check information collected with third parties or with other information held by us.

Please note, we may also use or pass to certain third parties information to prevent or detect crime, to protect public funds, or in other way permitted or required by law.

### Monitoring & Auditing

Linear Recruitment, from time to time, may randomly choose to check your compliance with your responsibilities as a Linear Recruitment worker as well as your competence in your place of work.

### GDPR

In line with the General Data Protection Regulation do you consent to Linear Recruitment processing your data for work finding purposes? This may include, but is not limited to, your CV and other personal data being sent to clients and the contacting of your referees.

Yes  No

## Opting out of 48 hour Working Agreement

As a Temporary Worker you are limited to working a 48 hour week. However you can if you choose to, agree to work in excess of the 48 hour working week limit.

If you would like to Opt Out (work over 48 hours) then you may do so by ticking the appropriate box within the Candidate Declaration. Please note: You must be over the age of 18 to be able to Opt Out.

In this agreement the following definitions will apply:

**'Assignment'** The period of time during which the temporary worker is engaged to render services to the client

**'Client'** The person, firm or corporate body engaging the services of the worker

**'Employment Business'** Linear Recruitment Ltd

**'Working Week'** An average of 48 hours each week calculated over a 17 week reference period

**Restriction:** The Working Time Regulations 1998 provide that the Temporary Worker shall not work on an assignment with the Client in excess of the Working Week unless he/she agrees in writing that this limit shall not apply.

**Consent:** The Temporary Worker hereby agrees that the Working Week limit shall not apply to the assignment

**Withdrawal of Consent:** The Temporary Worker may end this Agreement by giving the Employment Business four weeks' notice in writing. For the avoidance of doubt, any notice bringing this agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with a Client

Upon the expiry of the notice period of 4 weeks, the Working Week limit shall apply with immediate effect

The Law: These Terms are governed by English Law and are subject to the exclusive jurisdiction of The English Courts



# Candidate Declaration

Please read the following statements carefully; please tick each of the statements that you agree with.  
If you are unsure / have any questions or would like clarity on any of the statements please speak to your Linear Recruitment Consultant

- I declare that all of the details given on this application form are a true and honest record
- I can confirm that I am fit and able to work
- I can confirm that I know of no reason, be it medical or otherwise, why I should not be considered for roles / placement by Linear Recruitment Ltd
- I consent to my personal data and CV being forwarded to clients
- I consent to references being passed onto potential employers
- I understand by signing this Candidate Declaration that I have read and fully understood all of the information given to me within this Application Form
- I give permission to Linear Recruitment Ltd to contact my previous employers (as listed in the References section or CV provided). I consent to the release of such information orally and in writing and hereby release them of all liability
- I authorise Linear Recruitment Ltd to seek (if necessary) additional information regarding my status from the Immigration and Nationality Directorate
- I understand an offer of employment / an assignment is subject to me completing a confidential medical questionnaire after an offer has been made.
- I can confirm I have received policies, procedures and health / safety booklets which are relevant to the type of work I shall be performing/environment I shall be working in.
- I can confirm after reading carefully the Opting Out 48 Hour Agreement that I agree to opting out and I am prepared to work above 48 hours per week if asked to do so
- I confirm the bank details I have provided within this Application Form are correct and I am aware that I shall be deducted PAYE and National Insurance Contributions. I have also read & signed the terms of engagement.

Signed:

Print Name:

Date: DD/MM/YYYY



## Terms of engagement between Linear Recruitment Ltd (Hereinafter called the “employment business”)

And

Print name: \_\_\_\_\_

(Hereinafter called the temporary worker”)

### 1. DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply:

“Actual Rate of Pay” means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions, any other deductions which the Employment Business may be required by law to make and, any Agreed Deductions; as set out in the relevant Assignment Details Form;

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

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

“Assignment” means the period during which the Temporary Worker is supplied by the Employment Business to provide services to the Client;

“Assignment Details Form” means written confirmation of the assignment details to be given to the Temporary 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;

“Client” 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 Temporary Worker is supplied or introduced;

“Conduct Regulations” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005 (as amended); “Confidential Information” shall mean any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs (including but not limited to this Agreement, 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, the Temporary Worker or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of this Agreement 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” Linear Recruitment Limited (registered company no. 4196487 of (“the Employment Business”);

“Engagement” means the engagement, employment or use of the Temporary Worker by the Client or by any third party to whom the Temporary Worker has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; or through any other employment business; or through a limited company of which the Temporary Worker is an officer, employee or other representative; 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 £6.19 per Hour) being the minimum rate of pay that the Employment Business reasonably expects to achieve, for all hours worked by the Temporary Worker;

“Leave Year” means the period during which the Temporary Worker accrues and may take statutory leave commencing [on the date that the Temporary Worker starts an Assignment or a series of Assignments] and runs until the anniversary of that date;

“Period of Extended Hire” means any additional period that the Client wishes the Temporary 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 Temporary Worker worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Temporary Worker worked for the Client 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;

“Temporary Worker” means [ ] supplied by the Employment Business to provide services to the Client;

“Transfer Fee” means the fee payable by the Client to the Employment Business if the Client wishes to engage the Temporary Worker, as permitted by Regulation 10 of the Conduct Regulations;

“Type of Work” means [Construction and “Working Time Regulations” means the Working Time Regulations 1998 (as amended).

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.

### 2. THE CONTRACT

2.1. These Terms together with any applicable Assignment Details Form (“Terms”) constitute the entire agreement between the Employment Business and the Temporary Worker for the supply of services to the Client and they shall govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments. These Terms shall prevail over any other terms put forward by the Temporary Worker.

2.2. During an Assignment the Temporary Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Temporary Worker is not an employee of the Employment Business although the Employment Business is required to make statutory deductions from the Temporary Worker’s pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker, or the Temporary Worker and the Client. The Temporary 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 Temporary 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 Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Temporary Worker for Assignments with its Clients.

### 3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

3.1. The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker performing the agreed Type of Work. The Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business.

3.2. The Temporary 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. tability 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 Temporary 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 Temporary Worker the Employment Business shall provide the Temporary Worker with an Assignment Details Form setting out the following:

3.3.1. ty of the Client, 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. Type of Work, location and hours during which the Temporary 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 Temporary Worker;

3.3.5. . any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks;

3.3.6. . what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment; and

3.3.7. tervals of payment.

3.4. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:

3.4.1. Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker has previously been supplied within the previous 5 business days and such information has already been given to the Temporary Worker; or

3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Temporary Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Client 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 working day period, the Employment Business shall provide such information set out in clause 3.3 to the Temporary 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 Temporary 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 Temporary Worker commences the first Assignment.

3.7.f, before or during an Assignment or during the Relevant Period, the Client wishes



to Engage the Temporary Worker directly or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a Transfer Fee or to agree a Period of Extended Hire with the Client at the end of which the Temporary Worker may be Engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a Transfer Fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently Engages the Temporary Worker within the Relevant Period.

3.8. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

3.9. If the Agency Worker considers that s/he has not or may not have received equal treatment under the Agency Workers Regulations, the Agency Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of his/her concerns.

#### 4. TEMPORARY WORKER'S OBLIGATIONS

4. The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if s/he does so, during every Assignment and afterwards where appropriate, s/he will:

4.1.1. co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;

4.1.2. .2. observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary 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 Client;

4.1.4. To engage in any conduct detrimental to the interests of the Client; 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. .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. .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 Client's or the Employment Business' employees, business affairs, transactions or finances;

4.1.7. completion of the Assignment or at any time when requested by the Client or the Employment Business, return to the Client or where appropriate, to the Employment Business, any Client property or items provided to the Temporary 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:

4.4.1. form 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;

4.4.2. 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

4.4.2.1. form 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:

4.4.2.2. completed two or more assignments with the Hirer;

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

4.4.2.4. 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.

4.4.3. the Temporary 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 Temporary Worker should alternatively inform the Client and then the Employment Business as soon as possible.

4.4.4. If, either before or during the course of an Assignment, the Temporary 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.

4.4.5. The Temporary Worker has the right to make a complaint to the employment business regarding any aspect of their assignment, in doing so a full Complaints Procedure is completed.

4.4.6. The Temporary 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 Temporary Worker.

#### 5. TIMESHEETS

5.1. 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 Temporary 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 Client.

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

5.3. . Where the Temporary 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 Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary

Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

5.4. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary 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. ctual 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 Temporary Worker is not entitled to receive payment from the Employment Business or the Client 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. STATUTORY PAID ANNUAL LEAVE

7.1 The Temporary Worker is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave is 5.6 weeks.

7.2 If the statutory minimum entitlement is subsequently decreased or increased then the Temporary Worker's entitlement to paid annual leave under this clause will be automatically decreased or increased to the statutory minimum as it applies to any period in which work is carried out.

7.3 . Entitlement to payment for leave accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the Leave Year.

7.4 Under the Agency Workers Regulations, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses Error! Reference source not found. and Error! Reference source not found.. 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 entitlement to leave must be taken during the course of the Leave Year in which it accrues and none may be carried forward to the next year. The Temporary Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.

7.6 Where a Temporary Worker wishes to take paid leave during the course of an Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may require the Temporary Worker to take paid annual leave at specific times or notify the Temporary Worker of periods when paid annual leave cannot be taken. Where the Temporary 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 Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take. In such circumstances the Employment Business will inform the Temporary 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 The amount of payment which the Temporary 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 Temporary Worker has worked on Assignment. [Payments for annual leave will be calculated on the basis of rates paid during the Client's normal working hours i.e. those which do not attract overtime rates of pay.]

7.8 In the course of an Assignment during the first Leave Year, the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.

7.9 Where a Bank Holiday or other Public Holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with clause 7.3 the Temporary 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 re this contract is terminated by either party, the Temporary 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 7.3 at the date of termination.

#### 8. SICKNESS ABSENCE

8.1. The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

8.2. The Temporary 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 Temporary Worker submits a Statement of Fitness for Work ("the



Statement”) or similar medical evidence, which indicates that the Temporary Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Temporary 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 Client and the Temporary 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 Temporary Worker’s placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Temporary 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. ny of the Employment Business, the Temporary Worker or the Client may terminate the Temporary Worker’s Assignment at any time without prior notice or liability.

9.2. The Temporary 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 Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Temporary Worker (save for payment for hours worked by the Temporary Worker up to the date of termination of the Assignment).

9.3. If the Temporary Worker does not inform the Client or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.2) this will be treated as termination of the Assignment by the Temporary Worker in accordance with clause 9.1, unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 4.2.

9.4. If the Temporary 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 Temporary Worker was assigned is no longer available.

9.5. If the Temporary 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 Temporary Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Client during the Assignment shall belong to the Client. Accordingly the Temporary 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. rder to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Temporary Worker agrees as follows:

11.1.1. ot at any time, whether during or after an Assignment (unless expressly so authorised by the Client 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 Client or the Employment Business with the exception of information already in the public domain;

11.1.2. to deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (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. ot 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 Client 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 Client or the Employment Business as appropriate.

11.2. The Employment Business will not disclose information relating to a worker, without the prior consent of the worker, except: For the purpose of any legal proceedings (including arbitration); In case of a worker who is a member of a professional body, to the professional body of which they are a member; For the purpose of apprehension or prosecution of offenders; For the purpose of national security or, as required by any other enactment of law.

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

12.2.2. xporting 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 this Agreement 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.

SCHEDULE: “QUALIFYING PERIOD” AND “TEMPORARY WORK AGENCY”

For the purpose of the definition of “Qualifying Period” in clause Error! Reference source not found. of this Agreement, when calculating whether any weeks completed with the Client count as continuous towards the Qualifying Period, where:

- (a) the Employee has started working during an assignment and there is a break, either between assignments or during an assignment, when the Employee 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 Employee 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 Employee 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 Employee returns to work;
  - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Employee 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 (v), ii, or iii above; or
    - v. for more than one of the reasons listed in paragraphs (v), ii, iii to iv above;
  - (v) wholly due to the fact that the Employee 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 Client’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 Client;
  - (vii) wholly due to a strike, lock-out or other industrial action at the Client’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 Employee returns to work in the same role with the Client, any weeks during which the Employee worked for the Client before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Employee works for the Client after the break. In addition, when calculating the number of weeks during which the Employee has worked, where the Employee 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), ii, or iii., for the period that is covered by one or more such reasons, the Employee shall be deemed to be working in that role with the Client 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 Employee 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.

Signed by the Temporary Worker
Print Name
Date: DD/MM/YYYY

