



Application Pack (Own Company)



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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)

Working With Us

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

Weekends

Weekdays

Both

Prepared to work away from home?

Yes No

Competency Certification / Qualifications

Please complete the list below to show us which competencies and qualifications you have:

CSCS Card

Yes No

CPCS Card

Yes No

Do you have other qualifications (i.e. NVQ's etc.)

Yes No

SMSTS Card

Yes No

If 'yes' please list them in the space provided:

Do you have any Health & Safety Qualifications:

Yes No

(Please list in the space provided)

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:

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:

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

Yes No

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

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 |
| AND | |
| <input type="checkbox"/> Immigration Status Document | <input type="checkbox"/> Certificate of Registration |
| <input type="checkbox"/> FULL 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 |
| AND | |
| <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

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

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 above in the References section). I consent to the release of such information orally and in writing and hereby release them of all liability
- I can confirm that the details I have provided regarding the PPE I currently have and the condition that it is in are a true and accurate record
- 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 and safety booklets which are relevant to the type of work I shall be performing/environment I shall be working in.
- I can confirm I have read and signed the appropriate opted out / not opted out terms of engagement.

Signed:

Print Name:

Date:

DD/MM/YYYY

Terms of Engagement

CONDUCT REGULATIONS OPT OUT NOTICE – LIMITED COMPANY CONTRACTORS ONLY

This form is for use by limited company contractors (LCCs) who wish to opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("the Conduct Regulations").

Where a LCC opts out of the Conduct Regulations, those regulations do not apply to either the contract between the employment business and the LCC, or the contract between the employment business and the client hirer.

In order for any opt out to be valid it must be entered into before the LCC is supplied to the client hirer. The opt-out should be signed by both the Contractor and the Individual who is or would be supplied.

NOTE TO LIMITED COMPANY CONTRACTOR: Limited company contractors can opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003. If, you, the Contractor, and the Individual to be supplied to do the work wish to opt out of the Conduct Regulations, please read this form carefully. It is recommended that you take independent legal advice so that you know what the opt-out means for you.

Parties:

(1) [Name of Limited Company] [insert registered company number] of [address] (the "Contractor")

(2) [Name of individual supplied to do the work] of [address] (the "Individual")

1. This Opt Out Notification is supplemental to the agreement ("the Agreement") between Linear Recruitment Ltd and the Contractor. The terms used in this notification shall have the same meaning as those defined in the Agreement.

2. The Contractor and the Individual acknowledge that it is their intention that the provisions of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the "Conduct Regulations 2003") do not apply to any [future] assignment agreed between the Parties.

3. The Parties have freely entered into this Opt Out notification.

4. Further that the Contractor and the Individual are free to withdraw from this Opt Out notification at any time by giving not less than [one week]'s written notice to Linear Recruitment Ltd. However, where notice is given during an Assignment it will not take effect until the Individual stops working in that Assignment and commences a new assignment.

We the undersigned have read, understand and agree to be bound by the terms of this Opt Out notification. In particular, we understand that by signing this Opt Out notification we are agreeing that the provisions of the Conduct Regulations 2003 shall not apply to any [future] assignment agreed between the Parties.

For and on the behalf of the Contractor

Print Name

Position:

Date: DD/MM/YYYY

The Contractor

Print Name

Date: DD/MM/YYYY

Terms of Engagement

TERMS OF ENGAGEMENT WITH A LIMITED COMPANY CONTRACTOR WHO HAS OPTED OUT OF THE CONDUCT REGULATIONS (WITHIN IR35)

THE PARTIES

(1) [Insert Contractor's name] Limited (registered company no. [insert registered company no.]) [trading as [insert trading name if different]] of [insert contractor's address] ("the Contractor").
 (2) Linear Recruitment Limited (registered company no. 4196487) ("the Employment Business").

RECITALS

(A) The Contractor carries on the business of the provision of contractor services and has agreed to provide the services ("the Contractor Services") as specified in the relevant Assignment Details Form.

(B) The Employment Business has requested the Contractor and the Contractor has agreed with the Employment Business, to provide the Contractor Services to the Client on the terms and subject to the terms of this Agreement.

1. DEFINITIONS

1.1. reement the following definitions apply:

"Assignment" means the period during which the Contractor is supplied by the Employment Business to provide the Contractor Services to the Client;

"Assignment Details Form" means confirmation of the Assignment details to be given to the Contractor upon acceptance of the 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) requiring the Contractor Services and identified in the Assignment Details Form;

"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 Contractor 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;

"Contractor Fees" means the fees payable to the Contractor for the provision of the Contractor Services as set out in the Schedule; and

"Contractor Staff" means such of the Contractor's employees, officers or representatives supplied to provide the Contractor Services.

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

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

2. THE CONTRACT

2.1. This Agreement together with any relevant Assignment Details Form ("this Agreement") constitutes the entire agreement between the Employment Business and the Contractor for the supply of the Contractor Services to the Client and shall govern all Assignments undertaken by the Contractor. However no contract shall exist between the Employment Business and the Contractor between Assignments. This Agreement shall prevail over any other terms put forward by the Contractor.

2.2. For the avoidance of doubt this Agreement shall not be construed as a contract of employment between any Contractor Staff supplied to provide the Contractor Services and either the Employment Business or the Client and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.

2.3. . No variation or alteration to this Agreement shall be valid unless details of such variations are agreed between the Employment Business and the Contractor and are set out in writing and a copy of the varied terms is given to the Contractor stating the date on or after which such varied terms shall apply.

3. RELATIONSHIP BETWEEN THE EMPLOYMENT BUSINESS AND THE CONTRACTOR

3.1. The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

3.1.1. liability of the work to be offered shall be determined solely by the Employment Business;

3.1.2. .2. the Employment Business shall incur no liability to the Contractor should it fail to offer opportunities to work to the Contractor; and

3.1.3. The Contractor shall not be obliged to accept any Assignment offered by the Employment Business.

3.2. The Contractor acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Contractor Staff (including the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Contractor Services are provided) shall fall upon and be discharged wholly and exclusively by the Contractor.

3.3. . Nothing in this Agreement shall render any member of the Contractor Staff an employee of either the Employment Business or the Client. The Contractor shall ensure that none of the Contractor Staff holds themselves out as an employee of either the Employment Business or the Client. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the Contractor Staff are an employee/ employees of the Employment Business or the Client, the Contractor shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business shall incur.

4. WARRANTIES PROVIDED BY THE CONTRACTOR

4.1. The Contractor warrants to the Employment Business that:

4.1.1. tering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party;

4.1.2. .2. the Contractor Staff have the necessary skills and qualifications to perform the Contractor Services;

4.1.3. Contractor and the Contractor Staff providing the Contractor Services have agreed to opt out of the Conduct Regulations and have signed an agreement to that effect and as such understand that none of the Conduct Regulations apply to this Assignment. Further the Contractor warrants that it will only supply staff to perform the Contractor Services who have

opted out of the Conduct Regulations; and

4.1.4. .4. the Contractor is not a "managed service company" as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that it is a personal service company which is compliant in all respects with IR35;

4.2. The Contractor shall procure that the Contractor Staff, any sub-contractor or assignee performing the Contractor Services warrant that they are not and do not operate as 'managed service companies' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that they are personal service companies which are compliant in all respects with IR35.

5. CONTRACTOR'S OBLIGATIONS

5.1. The Contractor agrees on its own part and on behalf of the Contractor Staff if it accepts any Assignment offered by the Employment Business:

5.1.1. to co-operate with the Client's reasonable instructions and accept the direction of any responsible person in the Client's organisation within the scope of the Assignment;

5.1.2. to observe any relevant rules and regulations of the Client's establishment or the premises where the Contractor Services are being provided which have been brought to the attention of the Contractor or which the Contractor might reasonably be expected to ascertain; including but not limited to those relating to health and safety to the extent that they are reasonably applicable to the Contractor and the Contractor Staff;

5.1.3. to take all reasonable steps to safeguard its own safety, the safety of the Contractor Staff and the safety of any other person who may be affected by the actions of the Contractor Staff whilst on the Assignment;

5.1.4. to comply with the Data Protection Act 1998 in respect of any personal data which the Contractor is granted access to for the purpose of or by reason of the performance of the Contractor Services;

5.1.5. .5. not at any time divulge to any person, nor use for its 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;

5.1.6. .6. not to engage in any conduct detrimental to the interests of the Employment Business and/or the Client which includes any conduct which could bring the Employment Business and/or the Client into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Client;

5.1.7. ot to sub-contract or assign to any third party any of the Contractor Services which it is required to perform under any Assignment;

5.1.8. to furnish the Client and/or the Employment Business with any progress reports as may be requested from time to time;

5.1.9. to notify the Employment Business forthwith in writing if it should become insolvent, or if any of the arrangements set out in clauses 9.2.5 to 9.2.7 apply; and

5.1.10. to comply with all the requirements of VAT legislation and the Companies Acts.

5.2. If the Contractor Staff is unable for any reason to provide the Contractor Services during the course of an Assignment, the Contractor should inform the Employment Business as soon as possible, but in any event no later than 1 hour after the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Contractor should alternatively inform the Client and then the Employment Business as soon as possible.

5.3. . If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why it or the Contractor Staff may not be suitable for an Assignment, the Contractor shall notify the Employment Business without delay.

5.4. The Contractor acknowledges that any breach of its 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 Contractor by way of set off or deduction from any sums owed by the Employment Business to the Contractor.

6. OBLIGATIONS OF THE EMPLOYMENT BUSINESS

6.1. Throughout the term of this Agreement the Employment Business will:

6.1.1. ay the Contractor the agreed Contractor Fees in respect of the provision of the Contractor Services in accordance with clause 8, subject to any right of set off or deduction in clause 5.4;

6.1.2. furnish the Contractor with sufficient information about the Assignment in the relevant Assignment Details Form in order for the Contractor to arrange for the Contractor Services to be carried out; and

6.1.3. Contractor of any health and safety information or advice which it receives from the Client which may affect the Contractor Staff during the Assignment.

7. TIMESHEETS AND INVOICING

7.1. each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than 1 week or is completed before the end of a week) the Contractor shall deliver to the Employment Business the Employment Business' timesheet duly completed to indicate the number of hours worked by the Contractor during the preceding week.

7.2. The timesheet must be signed by an authorised representative of the Client. The timesheet must be accompanied by an invoice from the Contractor for the Contractor Fees due from the Employment Business to the Contractor for the hours worked in that week. Such invoice should bear the Contractor's name, the name of the Contractor Staff who provided the Contractor Services, the Contractor's company registration number and VAT number, and should state any VAT due on the invoiced sum.

7.3. . In order to ensure prompt payment, such timesheets should be received by the Employment Business by no later than 5pm on Monday following the week to which they relate.

8. FEES

8.1. ct to the receipt of the Contractor's timesheet and invoice in accordance with clause 7, [and subject to prior payment by the Client of the Employment Business' charges for the Contractor's Services] the Employment Business will pay the Contractor the Contractor Fees within [7] days of receipt of [the Contractor's timesheet and invoice] [payment of the Contractor Fees from the Client].

8.2. The Contractor shall be responsible for the deduction of any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Contractor Staff for any Assignment [(including any social fund contributions payable in any other Member State pursuant to a valid A1, E101 or E102 certificate issued to any of the Contractor Staff)].

8.3. . All payments due from the Employment Business will be made to the Contractor and not to any third party or member of the Contractor Staff, any sub-contractor or assignee.

8.4. The Employment Business shall not be obliged to pay the Contractor for any periods during which the Contractor Services are not provided, whether this is due to the Contractor being unable to provide the Contractor Services or where the Client does not require the

Terms of Engagement

Contractor Services or otherwise in respect of holidays, illness or absence of the Contractor Staff.

9. TERM AND TERMINATION

- 9.1. ay be terminated by either the Employment Business or the Contractor giving the other party in writing the period of notice specified in the relevant Assignment Details Form.
- 9.2. Notwithstanding clauses 9.1 and 9.3 of this Agreement, the Employment Business may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:
 - 9.2.1. Contractor has acted in breach of the rules and regulations applicable to third parties providing services to the Client or to the Client’s own staff; or
 - 9.2.2. the Contractor has committed any serious or persistent breach of any of its obligations under this Agreement; or
 - 9.2.3. reasonably believes that the Contractor has not observed any condition of confidentiality from time to time;
 - 9.2.4. the Client is dissatisfied with the Contractor’s provision of the Contractor Services and has terminated the Assignment; or
 - 9.2.5. either the Client or the Contractor is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
 - 9.2.6. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client or the Contractor; or
 - 9.2.7. rder is made for the winding up of the Client or the Contractor, or where the Client or the Contractor passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
 - 9.2.8. the Contractor or any member of the Contractor Staff is suspected of any fraud, dishonesty or serious misconduct; or
 - 9.2.9. the Contractor is unable to perform the Contractor Services for [2 days] or more.
- 9.3. The Contractor 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 Contractor.
- 9.4. Failure by the Contractor to give notice of termination as required in the relevant Assignment Details Form shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Contractor for any resulting loss suffered by the Employment Business.

10. INTELLECTUAL PROPERTY RIGHTS

The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Contractor Services shall belong to the Client. Accordingly the Contractor shall (and shall procure that any relevant member of the Contractor Staff 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 Contractor agrees on its own part and on behalf of the Contractor Staff 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 it or the Contractor Staff 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.

12. COMPUTER EQUIPMENT WARRANTY

The Contractor shall ensure that any computer equipment and associated software which it provides to the Contractor Staff for the purpose of providing the Contractor Services contains anti-virus protection with the latest released upgrade from time to time.

13. RESTRICTION

The Contractor shall not (and shall procure that the Contractor Staff shall not) for a period of 6 months following the termination of the Assignment supply the services of the Contractor Staff directly, or through any other person, firm or Employment Business, to any Client for which s/he has carried out Assignments at any time during the previous 6 months [save in the case of supply through an employment business with whom the Contractor was also registered at the date of commencement of the last Assignment].

14. LIABILITY

- 14.1. The Contractor shall:
 - 14.1.1. iable for any loss, damage or injury to any party resulting from the deliberate and/or negligent acts or omissions of the Contractor or Contractor Staff during an Assignment; and
 - 14.1.2. re the provision of adequate Employer’s Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Contractor and the Contractor Staff during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

15. INDEMNITY

The Contractor shall indemnify and keep indemnified the Employment Business against any and all losses, costs, damages or expenses suffered or incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, Her Majesty’s Revenue and Customs and any successor, equivalent or related body pursuant to any of the provisions of Chapter 9 and/or section 688A of the Income Tax (Earnings and Pensions) Act 2003 and/or any supporting or consequential secondary legislation relating thereto).

16. SEVERABILITY

If any of the provisions of this Agreement 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.

17. 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.

18. GOVERNING LAW AND JURISDICTION

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

Signed by the Employment Business Print Name Position: Date: DD/MM/YYYY
Signed by the Limited Company or Limited Liability Partnership Print Name of Limited Company Date: DD/MM/YYYY

Terms of Engagement

TERMS OF ENGAGEMENT WITH A LIMITED COMPANY CONTRACTOR WHO HAS NOT OPTED OUT OF THE CONDUCT REGULATIONS (WITHIN IR35)

THE PARTIES

- (3) [Insert Contractor's name] Limited (registered company no. [insert registered company no.]) [trading as [insert trading name if different]] of [address (re registered office or trading address)] ("the Contractor").
- (4) Linear Recruitment Limited (registered company no. 4196487) ("the Employment Business"),
- RECITALS
- (A) The Contractor carries on the business of the provision of contractor services and has agreed to provide the services ("the Contractor Services") specified in the relevant Assignment Details Form.
- (B) The Employment Business has requested the Contractor and the Contractor has agreed with the Employment Business, to supply the Contractor Services to the Client on the terms and subject to the conditions of this Agreement.

19. DEFINITIONS

19.1. Herein the following definitions apply:

- "Actual Rate of Pay" means the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, as set out in the Assignment Details Form;
- "Assignment" means the period during which the Contractor is supplied by the Employment Business to provide the Contractor Services to the Client;
- "Assignment Details Form" means written confirmation of the Assignment details set out in clause 6.2;
- "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 Contractor is supplied or Introduced requiring the Contractor Services;
- "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 Contractor 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;
- "Contractor Staff" means such of the Contractor's employees, officers or representatives supplied to provide the Contractor Services;
- "Engagement" means the engagement, employment or use of the Contractor or the services of any Contractor Staff, directly by the Client or by any third party to whom the Contractor 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 through any other employment business or any other engagement, and "Engage", "Engages" and "Engaged" shall be construed accordingly;
- "Minimum Rate" means £[x per hour/per day] being the minimum rate of pay that the Employment Business reasonably expects to achieve, for all work performed by the Contractor;
- "Period of Extended Hire" means any additional period that the Client wishes the Contractor to be supplied for beyond the duration of the original assignment or series of assignments as an alternative to paying a Transfer Fee;
- "Relevant Period" means (a) the period of 8 weeks commencing on the day after the last day on which the Contractor 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 Contractor 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;
- "Transfer Fee" means a fee payable by the Client to the Employment Business if the Client or any third party wishes to Engage the Contractor, as permitted by Regulation 10 of the Conduct Regulations; and
- "Type of Work" means [insert the type of work you expect to supply the Contractor into]
- 19.2. Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 19.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

20. THE CONTRACT

- 20.1. This Agreement together with any applicable Assignment Details Form ("Agreement") constitutes the entire agreement between the Employment Business and the Contractor and governs all Assignments undertaken by the Contractor. However no contract shall exist between the Employment Business and the Contractor between Assignments. This Agreement shall prevail over any terms put forward by the Contractor.
- 20.2. During an Assignment the Contractor will be engaged on a contract for services by the Employment Business on the terms set out in this Agreement. For the avoidance of doubt this Agreement shall not be construed as a contract of employment between any Contractor Staff or representative of the Contractor supplied to carry out the Assignment and either the Employment Business or the Client, and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.
- 20.3. Variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the Employment Business and the Contractor and set out in writing and a copy of the varied terms is given to the Contractor stating the date on or after which such varied terms shall apply.
- 20.4. 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 Contractor for Assignments with its Clients.

21. RELATIONSHIP BETWEEN THE EMPLOYMENT BUSINESS AND THE CONTRACTOR

- 21.1. The Employment Business will endeavour to obtain suitable Assignments for the Contractor performing the agreed Type of Work. The Contractor shall not be obliged to accept an Assignment offered by the Employment Business.

21.2. The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

- 21.2.1. Liability of the work to be offered shall be determined solely by the Employment Business;
- 21.2.2. The Employment Business shall incur no liability to the Contractor should it fail to offer opportunities to work to the Contractor.
- 21.3. The Contractor acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Contractor Staff (including the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Contractor Services are provided) shall fall upon and be discharged wholly and exclusively by the Contractor.
- 21.4. Nothing in this Agreement shall render any member of the Contractor Staff an employee of either the Employment Business or the Client. The Contractor shall ensure that none of the Contractor Staff holds themselves out as an employee of either the Employment Business or the Client. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the Contractor Staff are an employee/ employees of the Employment Business or the Client, the Contractor shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business shall incur.
- 21.5. If before or during an Assignment or within the Relevant Period the Client wishes to Engage the Contractor, the Contractor acknowledges that the Employment Business will be entitled either to charge the Client a Transfer Fee or to agree to a Period of Extended Hire with the Client at the end of which the Contractor 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 Contractor to a third party who subsequently Engages the Contractor within the Relevant Period.

22. WARRANTIES PROVIDED BY THE CONTRACTOR

- 22.1. The Contractor warrants to the Employment Business that:
- 22.1.1. Entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party;
- 22.1.2. Contractor Staff have the necessary skills and qualifications to provide the Contractor Services;
- 22.1.3. That the Contractor and the Contractor Staff providing the Contractor Services have not opted out of the Conduct Regulations and that it will only supply Contractor Staff to perform the Contractor Services who have not opted out of the Conduct Regulations; and
- 22.1.4. Contractor is not a 'managed service company' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that it is a personal service company which is compliant in all respects with IR35.
- 22.2. The Contractor shall procure that the Contractor Staff, any sub-contractor or assignee providing the Contractor Services warrant that they are not and do not operate as 'managed service companies' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that they are personal service companies which are compliant in all respects with IR35.

23. CONTRACTOR'S OBLIGATIONS

- 23.1. The Contractor agrees on its own part and on behalf of the Contractor Staff if it accepts any Assignment offered by the Employment Business:
- 23.1.1. to co-operate with the Client's reasonable instructions and accept the direction of any responsible person in the Client's organisation within the scope of the Assignment;
- 23.1.2. to observe any relevant rules and regulations of the Client's establishment or the premises where the Contractor Services are being performed to which attention has been drawn or which the Contractor might reasonably be expected to ascertain; including but not limited to those relating to health and safety to the extent that they are reasonably applicable to the Contractor and the Contractor Staff;
- 23.1.3. to take all reasonable steps to safeguard its own safety, the safety of the Contractor Staff and the safety of any other person who may be affected by the actions of the Contractor Staff whilst on the Assignment;
- 23.1.4. to comply with the Data Protection Act 1998 in respect of any personal data which the Contractor is granted access to for the purpose of or by reason of the performance of the Contractor Services;
- 23.1.5. not at any time divulge to any person, nor use for its 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;
- 23.1.6. not to engage in any conduct detrimental to the interests of the Employment Business and/or the Client which includes any conduct which could bring the Employment Business and/or the Client into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Client;
- 23.1.7. not to sub-contract or assign to any third party any of the Contractor Services which it is required to perform under any Assignment;
- 23.1.8. to furnish the Client and/or the Employment Business with any progress reports as may be requested from time to time;
- 23.1.9. to notify the Employment Business forthwith in writing if it should become insolvent, or if any of the arrangements set out in clauses 9.2.5 to 9.2.7 apply; and
- 23.1.10. to comply with all the requirements of VAT legislation and the Companies Acts.
- 23.2. If the Contractor Staff is unable for any reason to provide the Contractor Services during the course of an Assignment, the Contractor should inform the Employment Business as soon as possible, but in any event no later than 1 hour after the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Contractor should alternatively inform the Client and then the Employment Business as soon as possible.
- 23.3. If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why it or the Contractor Staff supplied to perform the Contractor Services may not be suitable for an Assignment, the Contractor shall notify the Employment Business without delay.
- 23.4. The Contractor acknowledges that any breach of its 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 Contractor.

24. OBLIGATIONS OF THE EMPLOYMENT BUSINESS

- 24.1. Throughout the term of this Agreement the Employment Business will pay the

Terms of Engagement

Contractor the Contractor Fees in accordance with clause 8 below in respect of the provision of the Contractor Services.

24.2. At the same time as an Assignment is offered to the Contractor the Employment Business shall provide the Contractor with an Assignment Details Form setting out the following:

24.2.1. type of the Client, and if applicable the nature of their business;

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

24.2.3. Type of Work, location and hours during which the Contractor would be required to provide the Contractor Services;

24.2.4. the Actual Rate of Pay and any expenses payable by or to the Contractor;

24.2.5. 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;

24.2.6. 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;

24.2.7. intervals of payment; and

24.2.8. any length of notice that the Contractor would be entitled to give and receive to terminate the Assignment.

24.3. 3. 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:

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

24.3.2. 2. subject to clause 6.4, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Contractor 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.

24.4. Where the provisions of clause 6.3.2 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 6.2 to the Contractor in paper or electronic form within 8 days of the start of the Assignment.

25. TIMESHEETS AND INVOICING

25.1. each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than 1 week or is completed before the end of a week) the Contractor shall deliver to the Employment Business the Employment Business' timesheet duly completed to indicate the number of hours worked by the Contractor during the preceding week signed by an authorised representative of the Client. This timesheet must be accompanied by an invoice from the Contractor for the amount due from the Employment Business to the Contractor for the hours worked in that week. Such invoice should bear the Contractor's name, the name of the Contractor Staff who provided the Contractor Services, the Contractor's company registration number and VAT number, and should state any VAT due on the invoiced sum.

25.2. Subject to the Contractor complying with the provisions of this clause 7 the Employment Business shall pay the Contractor for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

25.3. 3. In order to ensure prompt payment, such timesheet should be received by the Employment Business no later than 5pm on Monday following the week to which it relates. Where the Contractor fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Contractor Staff and the reasons, if any, that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Contractor. The Employment Business shall make no payment to the Contractor for hours not worked by the Contractor Staff.

26. CONTRACTOR FEES

26.1. At the receipt of the Contractor's invoice in accordance with clause 7 above, the Employment Business will pay the Contractor Fees within 7 days of receipt of the Contractor's invoice. The Employment Business shall pay to the Contractor the Actual Rate of Pay which shall be notified on a per Assignment basis.

26.2. The Contractor shall be responsible for the deduction of any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Contractor Staff [including any social fund contributions payable in any other Member State pursuant to a valid A1, E101 or E102 Certificate issued to any of the Contractor Staff] for any Assignment.

26.3. 3. All payments due from the Employment Business will be made to the Contractor and not to any third party or member of the Contractor Staff, any sub-contractor or assignee.

26.4. The Employment Business shall not be obliged to pay the Contractor for any periods during which the Contractor Services are not provided, whether this is due to the Contractor being unable to provide the Contractor Services or where the Client does not require the Contractor Services or otherwise in respect of holidays, illness or absence of the Contractor Staff.

26.5. The Contractor shall bear the cost of any training which the Contractor Staff may require in order to perform the Contractor Services.

27. TERM AND TERMINATION

27.1. may be terminated by either the Employment Business or the Contractor by giving the other party in writing the period of notice specified in the relevant Assignment Details Form.

27.2. Notwithstanding clauses 9.1 and 9.3 of this Agreement, where required by the Client, the Employment Business may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:

27.2.1. Contractor has acted in breach of the rules and regulations applicable to third parties providing services to the Client or to the Client's own staff; or

27.2.2. the Contractor has committed any serious or persistent breach of any of its obligations under this Agreement; or

27.2.3. reasonably believes that the Contractor has not observed any condition of confidentiality from time to time; or

27.2.4. the Client is dissatisfied with the Contractor's provision of the Contractor Services and has terminated the Assignment; or

27.2.5. either the Client or the Contractor is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or

27.2.6. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client or the Contractor; or

27.2.7. an order is made for the winding up of the Client or the Contractor, or where the Client or the Contractor passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or

27.2.8. the Contractor or any member of the Contractor Staff is suspected of any fraud, dishonesty or serious misconduct; or

27.2.9. the Contractor is unable to perform the Contractor Services for [2 days] or more.

27.3. The Contractor 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 Contractor.

27.4. Failure by the Contractor to give notice of termination as required in the Assignment Details Form shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Contractor for any resulting loss suffered by the Employment Business.

28. INTELLECTUAL PROPERTY RIGHTS

The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Contractor Services carried out by the Contractor and the Contractor Staff for the Client during the Assignment shall belong to the Client. Accordingly the Contractor shall (and shall procure that any relevant member of the Contractor Staff 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.

29. CONFIDENTIALITY

29.1. In order 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 Contractor agrees on its own part and on behalf of the Contractor Staff as follows:

29.1.1. not 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;

29.1.2. 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 it or the Contractor Staff during the course of the Assignment; and

29.1.3. 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 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.

30. COMPUTER EQUIPMENT WARRANTY

The Contractor shall ensure that any computer equipment and associated software that it provides to the Contractor Staff for the purpose of providing the Contractor Services contains anti-virus protection with the latest released upgrade from time to time.

31. LIABILITY

31.1. The Contractor shall:

31.1.1. be liable for any loss, damage or injury to any party resulting from the deliberate and/or negligent acts or omissions of the Contractor or Contractor Staff during an Assignment; and

31.1.2. have the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Contractor and the Contractor Staff during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

32. INDEMNITY

The Contractor shall indemnify and keep indemnified the Employment Business against any and all losses, costs, damages or expenses suffered or incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, Her Majesty's Revenue and Customs and any successor, equivalent or related body pursuant to any of the provisions of Chapter 9 and/or section 688A of the Income Tax (Earnings and Pensions) Act 2003 and/or any supporting or consequential secondary legislation relating thereto).

33. SEVERABILITY

If any of the provisions of this Agreement 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.

34. 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.

35. GOVERNING LAW AND JURISDICTION

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

Signed by the Employment Business

Print Name

Position:

Signed by the Limited Company or Limited Liability Partnership

Print Name of Limited Company