

NEW CANDIDATE REGISTRATION PACK

Warehouse/Drivers Mate PAYE ONLY

Which consultant are you here to see? _____ Date _____

First Name _____ Surname _____	
National Insurance Number _____	D.O. B ____/____/____
Home Address _____	
_____ Post Code _____	
Mobile Number _____	Email _____

Data Protection Consent Form

I hereby consent to information relating to me being processed by AFE Recruitment Services Ltd in order that it may properly carry out its duties, rights and obligations. I understand that such processing will principally be for personnel, administrative, recruitment and payroll purposes. I confirm that I consent to my payslips being sent to me electronically.

I understand that information about me shall include information of a sensitive personal nature including information concerning:

- My physical or mental health or condition.
- Any proceedings for any offence committed or alleged to have been committed by me, the disposal of such proceedings or the sentence of any court in such proceedings.

I also understand that the term 'processing' includes the obtaining, recording or holding of information or data or carrying out any operation or set of operations on the information or data, including organising, altering, retrieving, consulting, using, disclosing, combining, 3rd party audit or destroying the information or data.

I confirm that I have read and understood this explanation of the processing of data relating to the Company and that I consent to the processing of such data.

I consent for the Company to contact me for recruitment purposes including the provision of information for related products such as CPC training courses via:

Email ☐

SMS (Text Messaging) ☐

Phone ☐

Signature _____ Print Name _____ Date _____

Confidential Medical Questionnaire

Next of Kin Details- EMERGENCY CONTACT details

Name: _____

Tel No: _____

Name of GP/Surgery: _____

Tel of GP/Surgery: _____

Occupational History

Has your Employment ever been terminated on the grounds of ill health? YES/NO

If yes, please give details _____

Approximately how many days sickness absence did you have in the last twelve months _____

Medical History

Have you ever suffered from any physical conditions which will affect your ability to undertake heavy lifting or manual labour? YES/NO

If yes, please give details _____

Do you have a history of, or ever suffered from the following? (Please only tick those that apply)

Heart		Arthritis		Heart Surgery		Pacemaker	
Rheumatic Fever		Kidney Problems		Liver Disease		Chest Problems	
Migraine		Asthma		Diabetes		Anaemia	
Hepatitis		HIV		Epilepsy		High/Low BP	
Mental Breakdown		Head Injuries		Depression		Phobias	
Giddiness		Thyroid		Allergies		Other	

For any of the above that apply please give details

below: _____

Are you under the care of a doctor at present? YES/NO

If yes, please give details: _____

Are you currently taking any medication? YES/NO

If yes, please give details _____

Signature _____ Print Name _____ Date _____



Date: _____

Name: _____ Position Sought: _____

N.I. Number

*If this number is not filled in, your application will be automatically rejected
(a "TN" number is not acceptable)*

Important Note

*An offer of employment will not be considered unless you produce one of the following documents showing your N.I Number
A P45, a payslip, a P60 or a N.I. Card. Please bring one of these to the interview.*

1. Personal Details

Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Surname: _____ First name(s): _____

Address No.: _____ Street: _____

Town: _____ Postcode: _____ Date of Birth: _____

Marital status: _____ No. of children: _____ Nationality: _____

Contact No.: _____ Email: _____

2. Employment History

Employer One (Present or last employer)

Company Name: _____ Name of superior: _____

Address No.: _____ Street: _____ Town: _____

Postcode: _____ Tel No: _____ Job Title: _____

Period Employed from: _____ to _____ Gross salary on leaving £ _____

Reason for leaving: Own accord ☐ Redundant ☐ Dismissed ☐

Main Duties: _____

Explain any gaps between date of termination of above employment and date of this application.

May we apply for your current employer for references? Yes ☐ No ☐

Employer Two (Last but one employer)

Company Name: _____ Name of superior: _____

Address No.: _____ Street: _____ Town: _____

Postcode: _____ Tel No: _____ Job Title: _____

Period Employed from: _____ to _____ Gross salary on leaving £ _____

Reason for leaving: Own accord ☐ Redundant ☐ Dismissed ☐

Main Duties: _____

Explain any gaps between date of termination of above employment and commencing with
Employer one.



3. Personal references

Give details of two persons, other than family members who have known you well for at least three years and who can be approached by us.

Names (1): _____

Address: _____

Telephone No.: _____ Known for _____ years

4. Permission to work in the UK

Do you have immigration permission to work in the UK? Yes ☐ No ☐

I line with Home Office guidance on the prevention of illegal working we will need to verify and take a copy of your original ID documentation as evidence of your right to work in the UK if you are to be engaged by Surecall for temporary work.

5. Rates of Pay

The hourly rates of pay will be paid to the Limited Company for the services of the Contractor by the Employment Business. Rates of pay will always be above the minimum wage. The hourly rate payable will depend on the type of vehicle the Contractor drives and whether it is week day or weekend. The hourly rates of pay are as follows: 3.5 Tonne and warehouse will be paid at £7.83 - £9 per hour, 7.5 Tonne will be paid at £8 - £10 per hour, Class 2 will be paid at £10 - £16 per hour, Class 1 will be paid at £10 - £18 per hour.

If for whatever reason the rates for a specific assignment differ from those above the Employment Business will inform the Contractor in writing prior to the commencement of the assignment.

6. Criminal Convictions

Do you have any unspent* criminal convictions? Yes ☐ No ☐

If yes, state convictions and dates: _____

*Certain types of employment and professions are exempt from the Rehabilitation of Offenders Act 1974 and in those cases particularly where the employment is sought in relation to positions involving working with children or vulnerable adults, details for all criminal convictions must be given. The information given will be treated in the strictest of confidence and only taken into account where, in the reasonable opinion of Surecall, the offence is relevant to the post to which you are applying.

Failure to declare a conviction may require us to exclude you from our register or terminate an assignment if the offence is not declared but later comes to light.

7. Health and Disability

Do you have any health issues or a disability relevant to the position or role you seek?

Yes ☐ No ☐

If yes, please specify: _____

Declaration

I _____ Certify that to the best of my knowledge, the information I have given is complete and correct and I understand that any misrepresentation of facts herein is ground for immediate dismissal and renders me liable for prosecution.

Furthermore I hereby authorise the company to approach any former employers to verify the information provided by me and if required, I will supply a statutory declaration.

Applicant's Signature: _____ **Date:** _____

Workforce Agreement

Recitals

1. AFE Recruitment Services Ltd are in the business of Driver Recruitment.
2. The Working Time Road Transport Regulations that came into force 5th April 2005 and effects the manner in which mobile workers and the company together conduct the operation.
3. AFE Recruitment Services Ltd the representative of the workforce in a workforce agreement have agreed on behalf of the workforce to adopt the flexibility provided by the regulations in respect of both the Night Work Limit and reference periods for calculating the 48-hour average weekly working time.

Provisions

1. Definitions

"the locations" shall mean

"the regulations" shall mean the Road Transport Working Time Regulations 2005.

"the mobile workers" shall mean night workers as defined by the regulations and all mobile workers employed by

2. Scope of Agreement

This agreement is made pursuant to regulation 9(2) (extend night work limit) and 4(3) (set fixed calendar reference periods) and 4(4) (extend reference periods to a maximum of 26 weeks).

3. Term of the Agreement

This agreement shall remain in force for a period of 5 years effective from the date below.

4. Operative Provision

4.1 Agreement

The parties acknowledge and agree that the regulations will impact upon the manner in which the operation is conducted. The parties believe that it is in the benefit of both the Company and the Driver for certain of the provisions of the regulations to be extended or modified.

4.2 Night Work Limit

The worker will work beyond the 10-hour night work limit stated in the regulations but only to the extent where this would not be in breach of the regulation or EU Drivers Hours Regulations 561/2006.

4.3 Reference Period

4.3.1 For the purpose of calculating the 48-hour average the reference period shall be successive 26-week periods.

4.3.2 The first day of a 26-week reference period will begin at 00.00 hours on Monday.

The reference periods that will apply to mobile workers will be

Dates from and to in all outlined reference periods will be on a fixed **26-week basis** starting from 21/10/2019

This pattern of fixed calendar reference periods will continue until this workforce agreement expires.

5. Avoidance of doubt

For the avoidance of doubt, the parties acknowledge and agree that save as specifically set out above, the provisions of the regulations shall be in full force and effect.

Signature_____Print Name_____Date_____

Working Time Directive - 48 Hour Opt Out Agreement

The law states that you can't work more than 48 hours a week on average - normally averaged over 17 weeks or 26 week reference period

This law is sometimes called the 'working time directive' or 'working time regulations'. You can choose to work more by opting out of the 48-hour week. If you wish to opt out, please complete the below form.

1. DEFINITIONS

1.1 In this Agreement the following definitions apply:

- "Agency Worker" means name of agency temporary worker.
- "Assignment" means the period during which the Agency Worker is supplied to provide services to the Client;
- "Client" means the person, firm or corporate body using the services of the Agency Worker;
- "Employment Business" means The Recruitment Agency you are registering with.
- "Working Week" means an average of 48 hours each week calculated over a 17- week reference period.

1.2. References to the singular include the plural and references to the masculine include the feminine and vice versa.

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

2. RESTRICTION

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

3. CONSENT

The Agency Worker hereby agrees that the Working Week limit shall not apply to the Assignment.

4. WITHDRAWAL OF CONSENT

- 4.1. The Agency Worker may end this Agreement by giving the Employment Business 1 week notice in writing.
- 4.2. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Agency Worker of an Assignment with a Client.
- 4.3. Upon the expiry of the notice period set out in clause 4.1 the Working Week limit

5. THE LAW

This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales. Signed by Agency

Signature_____Print Name_____Date_____

Drugs, Alcohol & Conduct Declaration

This declaration is in addition to the end clients existing Health & Safety policy. It states the standards expected for a driver's physical condition & makes it clear that alcohol & drug abuse in any form will not be tolerated.

Conduct: Staff, (however they may be engaged), must at all times be civil & polite to customers, visitors, other staff & management & are to be in a sober & coherent condition to undertake their duties at all times.

Sobriety: The company reserves & applies the right to demand that all staff attend work in a suitably fit mental & physical condition & will be capable of carrying out their given duties in a safe & responsible manner, any driver attending work that is or deemed to be still under the influence of drink or drugs will be dismissed from site immediately.

Drug abuse: As it is not possible for the company to give expert medical opinion on as to whether or not a worker may be suffering the effects of drugs or alcohol it must be accepted by the driver that the company will make an informed estimate of the condition of a driver by his physical actions & behaviours & if found to be "the worse for wear" either by alcohol or drug abuse he will be dismissed from site immediately.

A successful civil prosecution for driving or operating a vehicle while under the influence will lead to a financial penalty for drink or drug related offences, you would then face a vocational licence inquiry in front of the Traffic Commissioner & if you were found to be of "ill repute" because of the severity of the offences & fines from the civil case you would almost certainly be penalised further by an additional penalty of suspension, curtailment or revocation of your vocational licence, the usual outcome of these cases is a minimum additional 6 month ban from driving but if the offences were of a more serious nature the licence could be suspended for an indefinite period or even revoked completely.

With regulation & legislation the way it is in the UK/EU we hope you understand why we must be seen to be taking steps to ensure you are aware of the law, its interpretations & consequences & why we must ask you to sign this declaration to say you understand your responsibilities both legally & contractually. It is equally imperative you are aware that some contracts may require random drug and alcohol testing.

By signing this document, you are stating that you have read & understood the company's policy with regard to the responsibilities involved in driving large goods or passenger vehicles & are aware of & understand your legal responsibilities toward your physical condition whilst driving & working.

I have read this document & understand why I am being asked to sign. I agree to do so freely:

Signature_____Print Name_____Date_____

Bank Details - Important Information

Personal Account Details

Name of the Bank	
Name on Your Account	
Sort Code	<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"></div> <div style="width: 15%;"></div> <div style="width: 15%;"></div> <div style="width: 15%;"></div> <div style="width: 15%;"></div> <div style="width: 15%;"></div> </div>
Account Number	<div style="display: flex; justify-content: space-between;"> <div style="width: 10%;"></div> <div style="width: 10%;"></div> <div style="width: 10%;"></div> <div style="width: 10%;"></div> <div style="width: 10%;"></div> <div style="width: 10%;"></div> <div style="width: 10%;"></div> <div style="width: 10%;"></div> </div>

Have you supplied proof of your Personal Account? YES / NO

IMPORTANT NOTICE REGARDING YOUR PENSION

When you register you are automatically enrolled in a government mandated pension scheme. If you prefer to OPT-OUT please email Crystal on: admin@crystaltrust.uk to request an OPT-OUT Form which you then need to email them directly

TEST

From the list below please match the signs and symbols with the words and phrases that describe them:



A. Wear safety boots

B. Be careful

C. Meeting point

D. No smoking

E. Sound fire alarm

F. Don't run

G. Fire exit

H. No way out

I. Keep out!

J. Way out

K. Fire extinguisher

L. Wear overalls

M. Wear ear protection

OFFICE USE ONLY

Test Score:

Contract for Services

Contract for Services for an Agency Worker (Via Intermediary Company)

Contents:

The Parties

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THE PARTIES

(1)

Agency Worker Print Name : _____
(“the Agency Worker / Intermediary Business”)

(2) AFE Recruitment Services Ltd (“the Employment Business”).

RECITALS

- (A) The Agency Worker carries on the business of the provision of the services and has agreed to provide the services via **the Agency Worker / Intermediary** specified in the relevant Assignment Details.
- (B) The Employment Business has requested the Agency Worker / Intermediary and the Agency Worker / Intermediary has agreed with the Employment Business, to supply the Agency Worker / Intermediary Services to the Hirer on the terms and subject to the conditions of this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

“Agency Worker”	means such of the Agency Worker / Intermediary's employees, agency workers, officers or representatives supplied to provide the Agency Worker / Intermediary Services;
“Assignment”	means the Agency Worker / Intermediary Services to be performed by the Agency Worker for a period of time during which the Agency Worker / Intermediary is supplied by the Employment Business to the Hirer;
“Assignment Details Form”	means written confirmation of the Assignment details set out in clause 6.2;
“AWR”	means the Agency Workers Regulations 2010



“AWR Regulation 10 Contract of Employment”	means a permanent contract of employment between the Agency Worker / Intermediary and the Agency Worker that satisfies the requirements of Regulation 10 of the AWR;
“Calendar Week”	means any period of seven days Sunday – Saturday unless stated otherwise
“Companies Acts”	means the Companies Acts 1985, 1989 and 2006;
Conditions of Liability	means one of the conditions of liability set out in Sections 51 to 53 ITEPA;
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
“Confidential Information”	shall mean any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to 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, provided to the Agency Worker / Intermediary or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of 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 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
“Engagement”	means the engagement (including the Agency Worker / Intermediary's and/or the Agency Worker's acceptance of the Client's offer), employment or use of the Agency Worker / Intermediary and/or any Agency Worker by the Hirer or by any third party to whom the Agency Worker / Intermediary and/or any Agency Worker have been introduced by the Hirer, directly or indirectly, 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, and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“First Assignment”	means: <ul style="list-style-type: none">(a) the relevant Assignment; or(b) if, prior to the relevant Assignment:<ul style="list-style-type: none">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; andii. 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 / Intermediary is supplied or Introduced requiring the Agency Worker / Intermediary Services;
“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;

“Agency Worker / Intermediary Fees”

means the fees payable to the Agency Worker / Intermediary for the provision of the Agency Worker / Intermediary Services, as set out in the relevant Assignment Details Form;

“IR35 Legislation”

means Chapter 8 of Part 2 of ITEPA;

“ITEPA”

means the Income Tax (Earnings and Pensions) Act 2003;

“Losses”

means all losses, liabilities, damages, costs, expenses, fines, penalties or interest whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands and “Loss” shall be construed accordingly;

“Minimum Rate”

means National Minimum Wage being the minimum rate of pay that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker / Intermediary;

“MSC Legislation”

means Chapter 9 of Part 2 of ITEPA;

“NICs Legislation”

means the Social Security (Categorisation of Earners) Regulations 1978

“Period of Extended Hire”

means any additional period that the Hirer wishes the Agency Worker / Intermediary 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 Worker Assignment Schedule to this Agreement;

“Relevant Period”

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

“Relevant Terms and Conditions”

means terms and conditions relating to:

- (a) pay;
- (b) the duration of working time;
- (c) night work;
- (d) rest periods;
- (e) rest breaks; and
- (f) annual leave that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and any basic working and employment conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

“Reporting Requirements”

means the requirements of the Income Tax (Pay as You Earn) (Amendment No. 2) Regulations 2015;

“Specified Agency Worker / Intermediary”	means the party required to submit the report to HMRC in compliance with the Reporting Requirements;
“Temporary Work Agency”	means as defined in the Worker Assignment Schedule to this Agreement;
“Transfer Fee”	means a fee payable by the Hirer to the Employment Business if the Hirer or any third party wishes to Engage the Agency Worker / Intermediary, as permitted by Regulation 10 of the Conduct Regulations;
“Transparency Regulations”	means the Modern Slavery Act 2015 (Transparency in Supply Chains) Regulations 2015;
“Type of Work”	means Driving or Drivers Mate or Warehouse

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

2. THE AGREEMENT

- 2.1.** This Agreement together with the documents held within the Agency Registration pack and attached Worker Assignment Schedule and any applicable Assignment Details constitutes the entire agreement (**“the Agreement”**) between the Employment Business and the Agency Worker for the supply of the Services to the Hirer and shall govern all Assignments undertaken by the Agency Worker / Intermediary. However, no contract shall exist between the Employment Business and the Agency Worker / Intermediary or Agency Worker between Assignments. This Agreement shall prevail over any terms put forward by the Agency Worker / Intermediary.
- 2.2.** During an Assignment the Agency Worker or Agency Worker / Intermediary 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 Agency Worker or any representative of the Agency Worker / Intermediary supplied to carry out the Assignment and either the Employment Business or the Hirer, and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Agency Worker / Intermediary.
- 2.3.** No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker / Intermediary and set out in writing and a copy of the varied terms is given to the Agency Worker / Intermediary no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.
- 2.4.** The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 (as amended) when introducing or supplying the Agency Worker / Intermediary for Assignments with its Hirers.

3. RELATIONSHIP BETWEEN THE EMPLOYMENT BUSINESS AND THE AGENCY WORKER / INTERMEDIARY AND BETWEEN THE HIRER AND THE AGENCY WORKER / INTERMEDIARY

- 3.1.** The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker / Intermediary performing the agreed Type of Work. The Agency Worker / Intermediary shall not be obliged to accept an Assignment offered by the Employment Business.
- 3.2.** The Agency Worker Intermediary 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.** suitability of the work to be offered shall be determined solely by the Employment Business;
 - 3.2.2.** the Employment Business shall incur no liability to the Agency Worker / Intermediary (or an Agency Worker) should it fail to offer opportunities to work to the Agency Worker / Intermediary.
- 3.3.** The Agency Worker / Intermediary 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 Agency Worker (including but not limited to matters of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Agency Worker / Intermediary Services are provided) shall fall upon and be discharged wholly and exclusively by the Agency Worker / Intermediary.

- 3.4.** Nothing in this Agreement shall render any Agency Worker an employee or worker of either the Employment Business or the Hirer. The Agency Worker / Intermediary shall ensure that the Agency Worker does not hold him/herself out as an employee or worker of either the Employment Business or the Hirer. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the Agency Worker is an employee or worker of the Employment Business or the Hirer, the Agency Worker / Intermediary shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related Losses which the Employment Business or Hirer shall incur.
- 3.5.** If before or during an Assignment or during the Relevant Period the Hirer wishes to Engage the Agency Worker / Intermediary or any Agency Worker directly or through another employment business, the Agency Worker / Intermediary acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree to a Period of Extended Hire with the Hirer at the end of which the Agency Worker / Intermediary or the Agency Worker (as appropriate) may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker / Intermediary or any Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker / Intermediary or any Agency Worker before or during an Assignment or within the Relevant Period.
- 3.6.** 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, rest breaks and/or holiday pay under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate) and the Agency Worker / Intermediary will give the Agency Worker any such entitlements.
- 3.7.** As a Temporary Work Agency, the Agency Worker / Intermediary will notify the Employment Business as soon as possible prior to the commencement of the First Assignment under this Agreement if the Agency Worker has an AWR Regulation 10 Contract of Employment and shall provide a copy of that contract on request from the Employment Business. The Agency Worker / Intermediary will also notify the Employment Business immediately if and when any such contract is terminated.
- 3.8.** As a Temporary Work Agency, the Agency Worker / Intermediary will comply with the AWR in all relevant respects.
- 3.9.** Save to the extent any Losses result from any act or omission of the Employment Business or the Hirer, the Agency Worker / Intermediary shall indemnify and keep indemnified the Employment Business (or, as the case may be, the Hirer) against any Losses the Employment Business (or the Hirer) may suffer or incur as a result of any claim made by or on behalf of the Agency Worker under the AWR.

4. WARRANTIES PROVIDED BY THE AGENCY WORKER / INTERMEDIARY

- 4.1.** The Agency Worker / Intermediary warrants to the Employment Business that:
 - 4.1.1.** by 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;
 - 4.1.2.** the Agency Worker has the necessary skills and qualifications to provide the Agency Worker / Intermediary Services;
 - 4.1.3.** the Agency Worker / Intermediary and the Agency Worker providing the Agency Worker / Intermediary Services have not opted out of the Conduct Regulations and that the Agency Worker / Intermediary will only supply Agency Workers to perform the Agency Worker / Intermediary Services who have not opted out of the Conduct Regulations;
 - 4.1.4.** the Agency Worker / Intermediary is a personal service company but that it is not a 'managed service company' as defined in either section 61B or s339A of ITEPA and is not in breach of either the IR35 Legislation or the MSC Legislation;
 - 4.1.5.** the remuneration receivable by the Agency Worker in consequence of providing his/her services constitutes employment income of the Agency Worker apart from Chapter 7 ITEPA;
 - 4.1.6.** the Agency Worker / Intermediary will comply at all times with ITEPA and the NICs Legislation including in particular in relation to the deduction of the appropriate PAYE and national insurance deductions.
 - 4.1.7.** the Agency Worker / Intermediary is incorporated in the UK
 - 4.1.8.** the Agency Worker / Intermediary will pay the Agency Worker only into a nominated UK bank account in the Agency Worker's name;

- 4.1.9.** all information the Agency Worker / Intermediary provides to the Employment Business in order to comply with the Reporting Requirements is complete and accurate.
- 4.1.10.** the Agency Worker / Intermediary and the Agency Worker will comply with the Data Protection Laws.

5. THE AGENCY WORKER / INTERMEDIARY'S OBLIGATIONS

- 5.1.** The Agency Worker / Intermediary agrees on its own part and on behalf of the Agency Worker as follows:
 - 5.1.1.** to co-operate with the Hirer's reasonable instructions and accept the direction of any responsible person in the Hirer's organisation within the scope of the Assignment;
 - 5.1.2.** to observe any relevant rules and regulations of the Hirer's establishment or the premises where the Agency Worker / Intermediary Services are being performed to which attention has been drawn or which the Agency Worker / Intermediary 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 Agency Worker / Intermediary and the Agency Worker;
 - 5.1.3.** to take all reasonable steps to safeguard its own safety, the safety of the Agency Worker and the safety of any other person who may be affected by the actions of the Agency Worker whilst on the Assignment;
 - 5.1.4.** to comply with the Data Protection Laws in respect of any personal data which the Agency Worker / Intermediary is granted access to for the purpose of or by reason of the performance of the Agency Worker / Intermediary Services;
 - 5.1.5.** not at any time to divulge to any person, nor use for its own or any other person's benefit, any Confidential Information relating to the Hirer's or the Employment Business's employees, business affairs, transactions or finances;
 - 5.1.6.** not to engage in any conduct detrimental to the interests of the Employment Business and/or the Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
 - 5.1.7.** not to commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business's or the Hirer's staff;
 - 5.1.8.** not to sub-contract or assign to any third party any of the Agency Worker / Intermediary Services which it is required to perform under any Assignment;
 - 5.1.9.** to provide the Hirer and/or the Employment Business with any progress reports as may be requested from time to time;
 - 5.1.10.** to notify the Employment Business forthwith in writing if it should become insolvent
 - 5.1.11.** to provide the Employment Business with all such information it may require to comply with (a) the Reporting Requirements where it is the Specified Agency Worker / Intermediary or (b) any contractual obligations the Employment Business has to provide information to the Specified Agency Worker / Intermediary (where it is a party other than the Employment Business) to enable the Specified Agency Worker / Intermediary to comply with its Reporting Requirements;
 - 5.1.12.** to notify the Employment Business in writing immediately if it becomes subject to a HMRC investigation or compliance activity including but not limited to any of ITEPA, the NICs legislation or VAT legislation;
 - 5.1.13.** to provide the Employment Business with a copy of the terms under which the Agency Worker / Intermediary has engaged the Agency Worker;
 - 5.1.14.** to provide the Employment Business on request, with any information required to comply with Transparency Regulations; and
 - 5.1.15.** to update the Employment Business promptly where any of the information is required.
 - 5.1.16.** shall not provide its services in a manner which can in any way be proved to be negligent, careless or non-compliant to the instructions provided by the client. This specifically applies to (but not solely including) driving the vehicle, parking fines, damages to client property, or/& 3rd party or public property.
- 5.2.** As soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business's request, the Agency Worker / Intermediary undertakes to:
 - 5.2.1.** inform the Employment Business of any Calendar Weeks in the 24 months immediately preceding the start of the 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 / Intermediary and/or the Agency Worker believes count or may count toward the Qualifying Period; and
 - 5.2.2.** provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken, and any other details requested by the Employment Business; and

- 5.2.3.** inform the Employment Business if, in the 24 months immediately preceding the start of the Assignment and/or during the relevant Assignment, the Agency Worker has:
- 5.2.3.1.** completed two or more assignments with the Hirer;
 - 5.2.3.2.** completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - 5.2.3.3.** worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.

- 5.3.** If the Agency Worker is unable for any reason to provide their Services during the course of an Assignment, the Agency Worker should inform the Employment Business as soon as possible, but in any event no later than 24 hours prior to the commencement time of the Assignment or shift.
- 5.4.** If, either before or during the course of an Assignment, the Agency Worker / Intermediary becomes aware of any reason why it or the Agency Worker supplied to perform the Services may not be suitable for an Assignment, the Agency Worker / Intermediary shall notify the Employment Business without delay.

6. THE EMPLOYMENT BUSINESS'S OBLIGATIONS

- 6.1.** Throughout the term of this Agreement the Employment Business will pay the Agency Worker / Intermediary at least the Minimum Wage Rate in respect of the provision of the Agency Worker / Intermediary Services. The actual Agency Worker / Intermediary Fees will be notified to the Agency Worker / Intermediary on a per Assignment basis.
- 6.2.** At the same time as an Assignment is offered to the Agency Worker / Intermediary the Employment Business shall provide the Agency Worker / Intermediary with an Assignment Details setting out the following:
- 6.2.1.** the identity of the Hirer, and if applicable the nature of their business;
 - 6.2.2.** the date the Assignment is to commence and the duration or likely duration of the Assignment;
 - 6.2.3.** the type of work, location and hours during which the Agency Worker / Intermediary would be required to provide the Agency Worker / Intermediary Services;
 - 6.2.4.** the Agency Worker pay rate and any expenses payable by or to the Agency Worker;
 - 6.2.5.** any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks
 - 6.2.6.** what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment.
- 6.3.** 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:
- 6.3.1.** the Agency Worker / Intermediary is being offered an Assignment in the same position as one in which the Agency Worker / Intermediary had previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker / Intermediary; or
 - 6.3.2.** subject to clause 6.4, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker / Intermediary and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.
- 6.4.** Where the provisions of clause 6.3.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 6.2 to the Agency Worker / Intermediary in paper or electronic form within 8 days of the start of the Assignment.

7. TIMESHEETS AND INVOICING

- 7.1.** At the end of 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 Agency Worker shall deliver to the Employment Business the Employment Business's timesheet duly signed for the Hirer and completed to indicate the number of hours worked by the Agency Worker during the preceding week signed by an authorised representative of the Hirer. Such signed timesheet should bear the name of the Agency Worker. In order to ensure prompt payment, the Employment Business should receive the signed timesheet no later than Monday at 9am following the week to which it relates.
- 7.2.** Subject to clause 7.3 the Employment Business shall pay the Agency Worker / Intermediary for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
- 7.3.** Where the Agency Worker / Intermediary fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons, if any, that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker / Intermediary.

8. PAYING THE AGENCY WORKER / INTERMEDIARY

- 8.1.** Subject to the receipt of the Agency Worker signed timesheet in accordance with clause 7 above, and the Agency Worker / Intermediary's compliance with this Agreement, the Employment Business will pay the Agency Worker / Intermediary Fees within 7 days of receipt of the Agency Worker / Intermediary's signed timesheet.
- 8.2.** Subject to clause 8.7, if and when the Agency Worker completes the Qualifying Period the Employment Business reserves the right to vary the Agency Worker / Intermediary pay rate if there is any variation in the Relevant Terms and Conditions. Any such variation will be as set out in a variation to the relevant Assignment Details and discussed with the Agency Worker.
- 8.3.** The Agency Worker / Intermediary 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 Agency Worker for any Assignment.
- 8.4.** All payments due from the Employment Business will be made to the Intermediary and not to any third party or the Agency Worker.
- 8.5.** The Employment Business shall not be obliged to pay the Agency Worker for any periods during which the Agency Worker Services are not provided, whether this is due to the Agency Worker / Intermediary being unable to provide the Agency Worker / Intermediary Services or where the Hirer does not require the Agency Worker / Intermediary Services or otherwise in respect of annual leave illness or absence of the Agency Worker.
- 8.6.** The Agency Worker / Intermediary shall bear the cost of any training which the Agency Worker may require in order to perform the Agency Worker / Intermediary Services.
- 8.7.** Clauses 8.2 will not apply where the Agency Worker is employed on an AWR Regulation 10 Contract of Employment.
- 8.8.** Please note for the avoidance of doubt that the pay rate provided by the Employment Business, (as set out in the Worker Assignment Schedule or any communication from the Employment Business), is inclusive of holiday pay unless stated otherwise.

9. TERM AND TERMINATION

- 9.1.** Either of the Employment Business or the Agency Worker / Intermediary may terminate the Assignment in writing at any time without prior notice or liability.
- 9.2.** Notwithstanding clauses 9.1 and 9.3 of this Agreement, the Employment Business may without notice and without liability instruct the Agency Worker / Intermediary to cease work on an Assignment at any time.
- 9.3.** The Agency Worker / Intermediary acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker / Intermediary.
- 9.4.** Failure by the Agency Worker to give notice of termination as required in Clause 9.1 shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Agency Worker for any resulting Losses suffered by the Employment Business.

10. INTELLECTUAL PROPERTY RIGHTS

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

11. CONFIDENTIALITY

- 11.1.** In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker / Intermediary agrees on its own part and on behalf of the Agency Worker as follows:
 - 11.1.1.** not at any time whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;
 - 11.1.2.** to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by it or the Agency Worker during the course of the Assignment; and
 - 11.1.3.** not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

12. LIABILITY

- 12.1.** The Agency Worker shall:

12.1.1. be liable for any losses or injury to any party resulting from the deliberate and/or negligent acts or omissions of the Agency Worker during an Assignment; and

12.2. acknowledge that any breach of its obligations set out in Clause 5 may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker by way of set off or deduction from any sums owed by the Employment Business to the Agency Worker.

13. INDEMNITY

The Agency Worker / Intermediary shall indemnify and keep indemnified the Employment Business against any Losses suffered or incurred by the Employment Business by reason of any proceedings, claims or demands by the Agency Worker, the Hirer or any third party arising out of any non-compliance with, and/or as a result of, any breach of this Agreement or the Data Protection Laws by either the Agency Worker / Intermediary or the Agency Worker.

14. 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.

15. 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.

16. RIGHTS OF THIRD PARTIES

16.1. Save as set out in clause 16.2, none of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

16.2. The Hirer shall be entitled to rely on and enforce the indemnities in clause 3.9 given by the Agency Worker / Intermediary in favour of the Hirer,

16.3. notwithstanding that the Hirer is not a party to this Agreement.

17. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales/Scotland/Northern Ireland and is subject to the exclusive jurisdiction of the Courts of England & Wales/Scotland/Northern Ireland.

Signature

For and on behalf of the Agency Worker

Print Name_____

Date _____

Signature

For and on behalf of AFE Recruitment

Print Name_____

Date_____

Internal Office Use Only

REFERENCE REQUEST

Company Name:

Managers Name & Position:

Applicants Name:

Date:

Employment Dates

Employed As

Reason for Leaving

	Good	Average	Poor
Time Keeping
Attendance Record
Communication Skills
Honesty
Driving Ability
Reliability
Accident Record
Would you re-employ?			
If not, why?			

Additional Comments:

Agency Details

Name -

Position -

Date –



Internal Office Use Only
REFERENCE REQUEST

Company Name:

Managers Name & Position:

Applicants Name:

Date:

Employment Dates

Employed As

Reason for Leaving

	Good	Average	Poor
Time Keeping
Attendance Record
Communication Skills
Honesty
Driving Ability
Reliability
Accident Record
Would you re-employ?			
If not, why?			

Additional Comments:

Agency Details

Name -

Position -

Date -



Internal Office Use Only

Candidate Interview

What position did you come in for? _____

Full time or Part time? _____ What shifts would it be best suited for you? (Days/Nights) _____

What would you do if you discovered that a colleague was stealing products? _____

Describe a time you made a mistake at work. How did you handle it? _____

Describe a time you had a disagreement with another co-worker. What did you do? _____

Share an experience in which you've successfully learned how to handle a new piece of equipment?

As you know the job is physically demanding and may require the ability to lift heavy loads, do you consider yourself physically fit? _____

How would you travel to and from work? _____ Additional Notes _____

After reviewing the questionnaire, my assessment is that the candidate:

☐ can work nights ☐ cannot work nights ☐ requires a medical examination to assess whether he can work nights

Signature _____ Print Name _____ Date _____



Internal Office Use Only

Registration Pack Checklist

Candidate Forms

- ☐ Data Protection Consent Form
- ☐ Medical Form with Emergency Contact Details
- ☐ Application Form (both sides)
- ☐ Workforce Agreement
- ☐ Working Time Directive - 48 hrs opt out form
- ☐ Drugs, Alcohol & Conduct Declaration
- ☐ Bank Details
- ☐ Test & Score _____
- ☐ Candidate interviewed by _____

Candidate Documents

- ☐ Passport &/or EU ID Card (for all UK/EU Passport Holders)
- ☐ ILR Visa (for all Non-UK/EU Passport Holders)
- ☐ Proof of Address (dated in the last 3 months)
- ☐ Proof of National Insurance Number
- ☐ Proof of Personal Bank Account
- ☐ Counter Sign
- ☐ References

The Candidate's Communication skills are

- ☐ Excellent
- ☐ Good
- ☐ Average
- ☐ Poor

CONSULTANT --- I verify that all documents have been provided and forms have been signed and completed.

Print Name _____ **Signature** _____

PAYROLL ---I confirm that this pack has been scanned and added to IQX

Print Name _____ **Signature** _____