

APPLICATION FORM / DATA COLLECTION

PRIVATE & CONFIDENTIAL

Surname:	Forenames:
Home Address:	Telephone: Home: Mobile: Work/Other: (Discretion promised)
Email:	National Insurance No: _____
Date of Birth _____	Next of kin: _____
	Contact number
Have you got any unspent criminal convictions? Yes / No If Yes – Please provide details below _____ _____	Do you have any physical, mental or sensory handicaps which may affect work performance or which should be considered in job placement? Yes / No Details:
Organisational Memberships Yes / No If so, please specify: Professional, Social, etc	Driving Licence? Yes / No
Are you prepared to work shifts? Yes / No	Do you have use of a car? Yes / No
Type of employment required:	
BANK DETAILS	
Name of Bank / Building Society _____	
Account Number _____	Sort Code _____
Branch _____	Type of Account _____
Name of Account Holder(s) _____	



Please tick to indicate experience:

LICENCES

HGV1
HGV Rigid
7.5T
Van
Fork Lift Truck
Mobile Crane
Overhead Crane
Haz/Chem

SKILLS

Rope/Sheet
Fridge Box
Tanker
Multi Drop
Waste Skips
Tippers
Plant Hire

WAREHOUSE

Packing
Picking
Goods In
Goods Out
General Duties
Stock Control

FORK LIFT

Reach Truck
Counterbalance
Removal Truck
Side Loader
Electric
Gas

ENGINEERING/INDUSTRY

Electrical Maint.
Mechanical Maint. _____
Air Conditioning
Fitter
Welder
Electronics
Inspection
Quality Control
Machining
Planning
C.A.D
Service Engineer
Buyer
Work Study
Metallurgist
Project Engineer

BUILDING

Labouring
Joinery _____
Shuttering
Bricklaying
Plastering
Trenching

OTHER SKILLS

WORK HISTORY

Start / End Dates	Company	Position	Experience / Skills

The information I have given in this form is, to the best of my knowledge complete and accurate in all respects. I understand that knowingly giving false information will disqualify me from registering with this Agency. I have read and agree to abide by the JAMES RECRUITMENT SERVICES LTD Terms of Engagement of Temporary Workers. I authorise JAMES RECRUITMENT SERVICES LTD to contact previous employers and educational institutes for references and I consent to my personal data/CV being forwarded to clients.

Signature _____

Date

In accordance with the General Data Protection Regulation (GDPR) you are advised that you will have to provide your signed consent for us to hold the information provided on this form and have the right to withdraw your consent at any time. Once your details have been input to our CRM system this form will be destroyed within 2 weeks of being received. James Recruitment Services Ltd will comply with any formal requests from the Inland Revenue, DSS, Home Office or similar authority, relating to the supply of information or documentation in connection with your registration details, work / assignments and remuneration. James Recruitment Services Ltd aims to satisfy the needs of the client companies by providing equal opportunities for applicants, irrespective of their gender, age, religion, marital status racial or ethnic group origin, physical disability or sexual orientation.

Opt out of 48 hour Working Week Agreement

9.1 DEFINITIONS

9.1.1 In this Agreement the following definitions apply:-

“Assignment” means the period during which the **Temporary** Worker is engaged to render services to the client

“Client” means the person, firm or corporate body engaging the services of the **Temporary** Worker

“Employment Business” means James Recruitment Services LTD. Unit 1 / 2, Anchor House, Dewsbury Mills, Thornhill Road, Dewsbury. WF12 9QE

“Temporary Worker” means the work seeker introduced by the Employment Business to the Client for temporary assignment.

“Working Week” means an average of 48 hours each week calculated over a 17 week reference period.

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

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

9.2 RESTRICTION

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

9.3 CONSENT

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

9.4 WITHDRAWAL OF CONSENT

9.4.1 The Temporary Worker may end this Agreement by giving the Employment Business three months’ notice in writing. For the avoidance of doubt, any notice bringing this Agreement to an end shall **not** be construed as termination by the Temporary Worker of an Assignment with a client.

9.4.2 Upon the expiry of the notice period set out in clause 9.4.1 the Working Week limit shall apply with immediate effect.

Signed by the Temporary Worker _____

Print Name

Date

Nature of Assignment/Contract _____

1. TERMS OF ENGAGEMENT OF AGENCY WORKERS - CONTRACT FOR SERVICES

Hereafter the following meanings shall apply:

- a. "Actual Rate of Pay" shall mean the rate of pay which will be paid for each hour worked during the Assignment (to the nearest quarter of an hour) weekly in arrears unless and until the Agency Worker has completed the Qualifying Period, subject to Deductions and any Agreed Deductions, as set out in the relevant Assignment Details Form;
 - b. "Actual QP Rate of Pay" shall mean the rate of pay which will be paid to the Agency Worker if he/she completes the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter of an hour) weekly in arrears, subject to Deductions and any agreed Deductions, as set out in any variation to the relevant Assignment Details Form;
 - c. "Agency Worker" means the Agency Worker whose name and address are set out above;
 - d. "Agency Worker Regulations" means the Agency Workers Regulations 2010;
 - e. "Agreed Deductions" means any deductions the Agency Worker has agreed can be made from their pay;
 - f. "Assignment" means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied to the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
 - g. "Assignment Details Form" means confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;
 - h. "Calendar Week" means any period of 7 days starting with the same day as the First Assignment;
 - i. "Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
 - j. "Confidential Information" means any and all confidential, commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;
 - k. "Control" means (a) the legal or beneficial ownership, directly or indirectly of more than 50% of the issued share capital or similar right ownership; or (b) the power to direct or cause the direction of 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;
 - l. "Data Protection Laws" means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
 - m. "Emoluments" means any pay in addition to the Actual QP Rate of Pay;
 - n. "Employment Business" shall mean James Recruitment Services Ltd of Unit 1/2R Anchor House, Dewsbury Mills, Thornhill Road, Dewsbury. WF12 9QE;
 - o. "Engagement" means the engagement, employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or contract basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and "Engage", "Engages" and "Engaged" shall be construed accordingly;
- "First Assignment" means (a) the relevant assignment; or (b) if, prior to the relevant Assignment: i. The Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and ii. The relevant Qualifying Period commenced in any such assignment,
- That assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work agencies to the relevant Hirer to work temporarily under the supervision and direction of the relevant Hirer);
- p. "Hirer" means the person firm or corporate body together with any subsidiary or associated person, firm or corporate body (As the case may be) to whom the Agency Worker is supplied or introduced;
 - q. "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 by 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 a common Control with Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
 - r. "Hourly Rate" means the minimum rate of pay (subject to Deductions) that the Employment Business reasonably expects to achieve, for all the hours worked by the Agency Worker;
 - s. "Leave Year" means the year during which the Agency Worker accrues and may take statutory leave which runs from April to March
 - t. "Period of Extended Hire" means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a transfer fee;
 - u. "Qualifying Period" means 12 continuous Calendar Weeks during which the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;
 - v. "Relevant Period" means (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

“Temporary Work Agency” means as defined by Regulation 4 of the Agency Workers Regulation:

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

w. “Terms” means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form;

x. “Transfer Fee” means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;

y. “Type of Work” means industrial, engineering, technical and commercial work;

z. “Working Time Regulations” means the Working Time Regulations 1998.

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

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

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

2. THE CONTRACT

2.1 These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker

2.2 During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make Deductions from the Agency Worker’s pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the agency Worker rights in addition to those provided by statute except where expressly stated.

2.3 No variation or alteration of these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.

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

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business. There is no mutuality of obligation.

3.2 The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

3.2.1. The suitability of the work shall be determined solely by the Employment Business; and

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

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

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

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

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

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

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

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

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

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

3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.

3.5. Where the provisions of clause 3.4.2. Are met but the Assignment extends beyond the 5 consecutive business day period, the employment Business shall provide such information set out in clause 3.3. To the Agency Worker in paper or electronic form within 8 days of starting the Assignment.

3.6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Agency Worker commences the first Assignment.

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

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

4. REMUNERATION

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

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

4.2.1. The Actual QP Rate of Pay, and

4.2.2. The Emoluments (if any).

Which will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.

4.3 Subject to any statutory entitlement under the relevant legislation referred to in clauses 5 and 6, the Agency Worker is not entitled to receive payment from the Employment Business or Hirers for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

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

5. STATUTORY LEAVE

5.1 For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave is calculated from the date that the Agency Worker starts an Assignment or a series of Assignments.

5.2 Under the Working Time Regulations 1998, the Agency Worker is entitled to 28 days paid leave per leave year (including all bank holidays and statutory holidays). All entitlement to leave must be taken during the course of the leave year April to March in which it accrues and none may be carried forward to the next year.

5.3 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Agency Worker on Assignment during the leave year. The amount of payment which the Agency Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which he/she has worked on Assignment.

5.4 Under the Agency Worker's Regulations, on completion of the Qualifying Period the Agency Worker may be entitled to paid/unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses 5.1. 5.2 And 5.3. If this is the case, any such entitlement(s) the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be set out in the relevant Assignment details form or any variation to the relevant assignment details form

5.5 In the course of any Assignment during the first leave year the Agency Worker is entitled to request leave at the rate of one-twelfth his/her total holiday entitlement in each month of his/her leave year. Where the Agency Worker wishes to take any leave to which he/she is entitled, he/she should notify the Employment Business in writing of the dates of his/her intended absence. The amount of notice which the Agency Worker is required to give should be at least twice the length of the period of leave that he/she wishes to take.

5.6 Where this contract is terminated by either party, the Agency Worker shall be entitled to a payment in lieu of any untaken leave where the amount of the leave taken is less than the amount accrued in accordance with clause 5 at the date of the termination.

6. SICKNESS ABSENCE

6.1 The Agency Worker may be eligible for Statutory Sick Pay provided that he/she meets the relevant statutory criteria.

6.2 The Agency Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.

6.3 For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.

6.4 In the event that the Agency Worker submits a Statement of Fitness for Work ("the Statement") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.

6.5 Where clause 6.4 applies, the Agency Worker's placement in a new Assignment or continuation of an Assignment shall be subject to the Agency Worker agreeing to a variation of the Terms of the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other medical evidence as is appropriate.

7. TIMESHEETS

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

7.2 Subject to clause 7.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.

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

7.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Agency Worker's working time shall only consist of those periods during which he/she is carrying out his/her Assignment. Time spent travelling to the Company's premises, lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes.

8. AGENCY WORKER'S OBLIGATIONS

8.1 The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate he/she will:

- (a) co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
- (b) observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
- (c) take all reasonable steps to safeguard his/her own safety and the safety of any other person who may be present or affected by his/her actions on the Assignment and comply with the health and safety policies of the Hirer;
- (d) not engage in any conduct detrimental to the interests of the Hirer which could include conduct which could bring the Employment Business and/or Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
- (e) not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business or the Hirer's staff;
- (f) not at any time divulge to any person, nor use for his/her own or any other person's benefit, any confidential information relating to the Hirer's or the Employment Business' employees, business affairs, transactions or finances;
- (g) on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.

8.2 If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business's request, the Agency Worker undertakes to:

- (a) inform the Employment Business of any Calendar Weeks between 1 October 2011 and prior to the date of the commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;
- (b) provide the Employment Business with 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
- (c) inform the Employment Business if, since 1 October 2011, he/she has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
 - (i) completed two or more Assignments with the Hirer;
 - (ii) completed at least one Assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - (iii) 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.

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

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

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

8.6 Clause 8.1 above, save for sub-paragraph (f) thereof, is subject to the Agency Worker's right to terminate an Assignment as described in clause 9.2 below.

9. TERMINATION

9.1 Any of the Employment Business or the Hirer may instruct the Agency Worker to end an Assignment at any time, without prior notice or liability

9.2 The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (save for the payment for hours worked by the Agency Worker up to the date of termination of the Assignment).

9.3 If the Agency Worker does not inform the Hirer or the Employment Business that they are una required in clause 8.3) this will be treated as a termination of the Assignment by the Agency Worker in accordance with clause 9.1. Unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 8.3).

9.4 If the Agency Worker is absent during the course of an Assignment and the Assignment has not been terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 of the work to which the Agency worker is assigned is no longer available.

9.5 If the Agency Worker does not report to the Employment Business to notify his/her availability for work for a period of 3 weeks , the Employment Business will forward his/her P 45 to his/her last known address.

10. HEALTH & SAFETY POLICY STATEMENT - HEALTH AND SAFETY AT WORK

James Recruitment Services Ltd have a firm commitment to meet the requirements of any legislation concerning the health and safety of its Agency Workers and any other person/persons who may be affected by the organisation.

A copy of this statement along with an employers and public liability insurance certificate will be displayed permanently on the branch notice board and the policy statement will be issued to all James Recruitment Services Ltd Agency Workers.

10.1 GENERAL POLICY

We aim at all times to ensure the Health and Safety of all Agency Workers and visitors to James Recruitment Services Ltd premises.

- a. By providing and maintaining so far as is reasonably practicable, a safe, clean and hazard-free environment.
- b. By providing and maintaining so far as is reasonably practicable, premises which are safe and without risks.
- c. By ensuring so far as is reasonably practicable, that all equipment and appliances are safe and without risk to health and safety.

10.2 DUTIES AND RESPONSIBILITIES OF ALL AGENCY WORKERS

Whilst on James Recruitment Services Ltd premises, all necessary steps have been taken to ensure the health and safety of all Agency Workers and visitors.

Whilst on Assignment Agency Workers should be aware that it is his/her responsibility to:

Comply with the client Company's Health and Safety at work policy and familiarise themselves with that policy as regards the following:

- a. Take reasonable care for the safety of him/her and all other persons who may be affected by his/her acts or omissions at work.
- b. Fire precautions, fire drill and evacuation procedures.
- c. First aid, including name and location of person responsible for First Aid.
- d. Reporting and recording accidents
- e. Maintenance and proper use of plant, machinery and equipment.
- f. Maintenance and proper use of safety equipment such as safety helmets, goggles etc., which will be the responsibility of the client company to supply.
- g. Not to use works transport eg: Fork Lift Truck etc. unless qualified to do so by holding a current licence and without the prior consent of the client company.

10.3 ORGANISATION

James Recruitment Services Ltd will continue to review all measures which are necessary to protect the health, safety and welfare at work of all Agency Workers. If anyone has any comments or suggestions regarding the implementation of the health and safety policy, these should be made to Mr Graham Reid. James Recruitment Services Ltd.

In the event of accident or illness, James Recruitment Services Ltd Agency Workers must report to their supervisor at the client company and it is imperative that any accident, however minor, is also reported to James Recruitment Services Ltd.

10.4 CONFIDENTIALITY CLAUSE

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 to it or gained in confidence the Agency Worker agrees to follows:

- 10.4.1 not at any time, whether during or after the 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.
- 10.4.2. to deliver up to the Hirer or the Employment Business (s directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment and
- 10.4.3. 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 his/her duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

10.5 INTELLECTUAL PROPERTY RIGHTS

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

10.6 DATA PROTECTION

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

11.6.2 The Agency Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Agency Worker to the Hirer (now or in the future) and the Hirer:

- (a) possession his/her personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and
- (b) exporting and/or processing his/her personal data in jurisdictions outside the European Economic Area for purposes connected with performance of these Terms.

10.7 SEVERABILITY

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



Services

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10.8 NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party 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.

10.9 GOVERNING LAW AND JURISDICTION

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

11. CRIMINAL CONVICTIONS AND COURT ORDER DECLARATION

11.1 Under the Rehabilitation of Offenders Act 1974 certain offences are considered spent after a rehabilitation period. You do not have to declare "spent" convictions only "unspent" i.e. recent convictions. If you are in any doubt please discuss this information with your consultant.

Have you ever been convicted of a criminal offence or had a court order made against you? YES NO
If yes please specify - with brief details and date(s). This includes fixed penalties, debts, cautions, etc.

Has any close member of your family ever been convicted of a criminal offence or had a court order made against them? YES NO
(Only to be completed if Assignment is of a sensitive nature) **If yes please specify with brief details and date(s)**

Signed by Temporary Worker..... Date

Signed by James Recruitment Services..... Date