

EMPLOYMENT APPLICATION FORM

It is important that all the information is completed.

Read the form thoroughly and then complete it carefully in your own handwriting. Please complete all sections using

Black Ink and write in BLOCK CAPITALS.

Return to: EOLL Recruitment – Vista Centre – 50 Salisbury Road – Hounslow – TW4 6JQ

STAFF NUMBER EOLL:

START DATE:

Position Applied for:

1. Personal details	THIS FORM MUST BE COMPLETED BY THE	APPLICA	ANT								
First Name			dle na								
(As in Passport)		(As ir	n Passpo	ort)							
Surname	Maiden names										
(As in Passport)											
Mr/Miss/Mrs/Ms plea	ase circle as appropriate Other	Dat	e of Bi	irth	D	D	М	М	Y	Y	Age
Date of Birth											
Telephone contact	Home	Mot	nile								
numbers	home	mor	JIIC								
Nationality		Plac	ce of B	lirth							
italionality											
		NIN	umbe	۰r							
Full Address			annoo								
Post Code											
		NIR	eferer	nce Nur	nber_						
	you lived at this address										
Years		E	.:.								
Months		Emo									
Date of Arrival in the U	K as stamped on Passport:	Lan	guage	es Writt	ten / S	poken					
Full Name of Emergend	cy Contact										
Address if different from	n above						Relat	ionshi	ip		
-											
Emergency Contact N	umber Home		M	lobile							
Passport Country			sport I								
Overseas PCC			ry Dat		. /	<u> </u>	1				
Have you previously ap	pplied with us? Yes/No			Passpo		sa? Ye	s/No				
If Yes, When?		Driv	ing Lic	ence N	ю.						
Are you legally entitled to Live	and work in the United Kingdom? Yes 🛛 No 🛛										
	ew, please bring with you the original of the following docum	ents:									

Passport, NI Number, Proof of Address (last 3 months), if you are a Non-EEA Applicant, please bring an original proof of your resident status and Right to Work in the UK.



2. Employ	ment Details			PLEASE PRINT
should be proof of s	e shown. Please give self-employment.	the FU	hent and non-employment going back consecutive for the past 5 LL ADDRESS of any Educational Institute and/or Employer. If you we riding details of what you were doing at that time.	
	Act 1990, to knowingly		s an offence, under the Aviation Security Act 1982, as amended by false information, either for the purpose of, or in connection with,	
			नन सुरक्षा अकककनयर् १९८२क) तहत, कर्ावनन और सर्ुद्री सुरक्षा अकककनयर् १९९० द्वारा १इडी पासेक) कलए आर्ाेदनेक) उद्देश्य से, या उसके संबंका र्ेा	संशोककत ककया गया है, जानबूझकर गलत
			ੀ ਸੁਰਿੱਦਿਆ ਐਟ 1982 ਦੇ ਤਦਹਤ, ਦਜਵੇਂ ਦਿ ਹਵਾਬਾ¤਼ੀ ਅਤੇ ਸਮੁੂੁੰਦਰੀ ਸੁਰਿੱਦਿਆ ਐਟ 1990 ਦੁਆਰ ਟ ਸਦਿਓਦਰਟੀ ਆਈਡੀ ਪਾਸ ਲਈ ਅਰ¤਼ੀ ਦੇ ਮਿਸਦ ਲਈ ਜਾਂ ਇਸ ਦੇ ਸਬੂੰਿ ਦਵਿੱਚ।	ਾ ਸੋਦਿਆ ਦਿਆ ਹੈ, ਜਾਣਬੁਿੱਝ ਿੇ ਿਲਤ
کر غلط معلومات	قصد سے یا اس کے سلسلے میں جان بوجھ ک	، دینے کے ما	طابق ایوی ایشن سیکیورٹی ایکٹ 1982 کے تحت آپ کو مشورہ دیا جاتا ہے کہ ہوائی اڈے کے سیکیورٹی آئی ڈی پاس کے لئے درخواست	ایوی ایشن اینڈ میری ٹائم سیکیورٹی ایکٹ 1990 میں نرمیم کے ۔ دینا ایک جرم ہے۔
			કે એએવશન એન્ડ મેર્રટાઇમ સંક્યુર્રટી એક્ટ 1990 દ્વારા કરર્ાામાાાં આર્ૉેલા	سن های ایک میک میک میکند.
ગુનો છે.	મ અઅપરાગ સંક્વારટા અક્ટ	1982	ઠળ એરપોટર્ ર્સક્યુર્રટી આઇડી પાસ માટેની અરજીના હેતુસર અથર્⊺ા તેના સાાાંબાાાંધમ	ાાા ઠાષા ઠાળ બાટા માસ્તા બાપ્દ્ાા બ
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Employer	s Name (if unemploy	/ed –jo	bb centre name & address)		
Address_					
Post Code				— Reason for Leaving	
Contact N	Name for reference:			Agency worker initials:	
From	DD / MM / YY	То	DD/MM/YY	Job Title	For EOLL interviewer use
Employer	s Name (if unemploy	/ed −jo	bb centre name & address)		
Address_					
Post Code	9			Reason for Leaving	
E-Mail					
Contact N	Name for reference:			Agency worker initials:	
From	DD/MM/YY	То	DD / MM / YY	Job Title	For EOLL interviewer use
Employer		-	bb center name & address)		
Address_				 Reason for Leaving	
				Reason for Leaving	
Tel					
E-Mail					
Contact N	Name for reference:			Agency worker initials:	
From	DD / MM / YY	То	DD / MM / YY	Job Title	For EOLL interviewer use
Employer	s Name (if unemploy	/ed -jo	bb center name & address)		
Address_					
Post Code	9			Reason for Leaving	
Tel					
E-Mail					
Contact N	Name for reference:			Agency worker initials:	
Sign:				Date:	



3.5 Years	Address History				PLEASE PRINT
Please sh	ow all addresses live	ed at in the	e past 5 Years.		
From	DD / MM / YY	То	DD/MM/YY		For EOLL interviewer use
Address					
Post Code)				
From	DD/MM/YY	То	DD/MM/YY		For EOLL interviewer use
Address_					
Post Code)				
From	DD / MM / YY	То	DD/MM/YY		For EOLL interviewer use
Address					
Post Code	<u>.</u>				
From	DD / MM / YY	То	DD/MM/YY		For EOLL interviewer use
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Post Code	9				
From	DD / MM / YY	То	DD/MM/YY		For EOLL interviewer use
Address				_	
Post Code					
From	DD / MM / YY	То	DD/MM/YY		For EOLL interviewer use
Address				_	
Post Code				_	



4. About your education to cover the past 5 years or since you were 16 yrs old (if under 21 yrs. old) PLEASE PRINT								
Please sta	ite the last edu	cation	est	ablishment attended first, PL	EASE	GIVE	FULL ADDRESS and any contact names	
From dd/mm/yy	To dd/mm/yy	Secondary School/College/University or other Education Establishment and Address (<i>FULL ADDRESS</i>)					sults	
	afor YES and⊠fo		il o lo Coc il lo.	de inst the following questions an		•	PLEASE PRINT te the medical history information ort necessary for your role with EOLL. (Information treation	ted in
				uffering or have you suffered			in necessary for your fole with cold. (Information trea	leu III
Being blind impaired Deaf or hea Epilepsy Asthma Skin Conditi dermatitis Back Injury I	ring impaired. on, e.g.,			Tuberculosis Learning Difficulty e.g., dyslexi dyscalculia Mental Health Issues, (Please state below) Muskleoletal Problems, e.g., u limb disorders Hepatitis A, B or C Viruses Heart, circulatory problems			Allergy to chemical, dust and fumes, (Please state below) Serious diarrhoea or vomiting Health factors that may affect your fitness to work during nights. Sickness or illness which has caused you to be absent from work for more than one week, (please state below) Taking any regular medication for a health or medical condition that we need to be aware of (please state below)	
Any other n	nedical conditi	ions th	at t	hat are not listed above:				
Do you hav	6. Other Information PLEASE PRINT Do you have any holidays booked Yes I No I if yes what dates are booked? Are you able to wear Safety Shoes and Personal Protection Equipment Yes I No I if no please state why:							
Please provide details of two referees who are able to assess your character, which must not be close family, relative or person living at the same address as you. Ideally, you must have known this person for more than 4 years With full name please state Mr/Mrs/Miss/Ms/Other								
1. Full Name 2. Full Name				ame				
Address					Ado	dress		
							· · · · · · · · · · · · · · · · · · ·	
Post Code	· ·					st Co		
Occupation Mobile No:	l.					cupa bile N		
E-mail:						nail:		
How long have you known this person:				ın:			a have you known this person:	



7. Ensuring Equal Opportunities "We're an equal opportunity employer. All applicants will be considered for employment without attention to race, colour, religion, sex, sexual orientation, gender identity, national origin, or Disability Status."

Marital Status:	Married 🛛		Single 🛛	Divorce 🛛			
Gender:	Male 🛛		Female	Prefer not to disclo			
Sexual Orientation: I	Heterosexual/ Straight 🛛		Gay Woman/ Lesbian 🛛	y Woman/ Lesbian 🛛 🛛 🛛 Gay Man 🖾 🔹 Bisexual 🛙			
	Prefer Not to disclose 🛛						
Religion:	No religion or belief		Christian 🛛	Jewish 🛛	Hindu 🛛		
Muslim 🛛			Sikh 🛛	Buddhist 🛛	Any other		
Ethnic Origin:							
White:	Mixed:		Asian:	Black:	Other Ethni	c group:	
🛛 English	White/ Black Caribb	ean	🛛 Indian	🛛 African	🛛 Arab		
⊠ Irish	⊠White/Black African		⊠ Pakistani	⊠ Caribbean	Any other		
Any other	⊠ White/Asian		🛛 Bangladeshi	Any other			
- /	⊠ Any other		⊠ Chinese				
			🛛 Any other				
Disability: Have vou	any other disability you wo	uld like u	us to know about?	Yes 🛛 No 🛛			
Have you ever beer	n convicted or have prosect	utions pe	ending? Yes 🛛 No 🛛 (if yes pl	ease give details)			
,			0	C I			
8. Declaration							
	formation on this form is co	orrect to	the best of my knowledge and	d acknowledge that an	y false stateme	ent may lead to	
I declare that the int			the best of my knowledge and ement entered is subject to a	-		•	
I declare that the ini my summary dismi		/ engag	ement entered is subject to a	-		•	
I declare that the ini my summary dismi documentary evide	issal. I understand that any ence of my right to live and	v engag work in	ement entered is subject to a	probationary period, so		•	
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Please Provide Copies of:

- A Valid UK / EEA Passport
- Non-UK / EAA Passport Holders, must provide valid Right to Work Documents
- Proof of NI
- Proof of Address: Bank Statement, Current Council Tax or Utility Bill in the last 3 months.



48 HOURS OPT OUT AGREEMENT

1. **DEFINITIONS**

1.1. In this Agreement the following definitions apply:

"Agency Worker"	Name
"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"	Employment of London Ltd, (registered company number 5265174 of Vista Centre, 50 Salisbury Road, Hounslow, TW4 6JQ.
"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 (as amended) 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 I weeks' 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 shall apply with immediate effect.

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 the Agency Worker

Date _



Company Name:	Employment of London Ltd ('the company'):
Document DPG:	Consent Declaration
Торіс:	Data Protection <u>:</u>
Date:	01/05/2018
Version:	1

...... hereby give my consent to the Company to process the following information:

Personal Data

- [Name]
- [Date of Birth]
- [Contact details, including telephone number, email address and postal address]
- [Experience, Training and Qualifications]
- [CV]
- [National Insurance Number]
- [Include any other relevant personal data]

Sensitive Personal Data

- [Disability/Health Condition relevant to the role]
- [Criminal Conviction]
- [Include any other relevant sensitive personal data]

I consent to the Company processing the above personal data for the following purposes:

- For the Company to provide me with work-finding services.
- For the Company to process with or transfer my personal data to their client/s in order to provide me with work-finding services.
- For the Company to process my data on a computerised database TEMP ID in order to provide me with work- finding services.
- [For the Company to process my data using automated decision-making processes]
- [Include any other relevant purposes for processing personal data]

I also consent to the Company processing my personal data with third parties and government agencies for the purposes of internal audits, training and monitoring purposes carried out on the Company to ensure that the Company is complying with all relevant laws and obligations.

The consent I give to the Company will last for 5 years

I am aware that I have the right to withdraw my consent at any time by informing the Company that I wish to do so.

Data Protection Statement

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

We may check the information collected, with third parties or with other information held by us. We may also use or pass to certain third parties' information to prevent or detect crime, to protect public funds, or in other way permitted or required by law.

Candidate Declaration

I hereby confirm that the information given is true and correct. I consent to my personal data and CV being forwarded to clients. I consent to references being passed onto potential employers.

If, during the course of a temporary assignment, the Client wishes to employ me direct, I acknowledge that Employment of London will be entitled either to charge the client an introduction/transfer fee, or to agree an extension of the hiring period with the Client (after which I may be employed by the Client without further charge being applicable to the Client).

Signed by Candidate



TERMS OF ENGAGEMENT FOR AGENCY WORKERS (CONTRACT FOR SERVICES)

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

"Actual Rate of Pay"	means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for all time worked during an Assignment for each hour worked, as set out in the relevant Assignment Details Form;
"Actual QP Rate of Pay"	means the rate of pay which will be paid to the Agency Worker if and when s/he completes the Qualifying Period, as set out in any variation to the relevant Assignment Details Form;
"Agency Worker"	means supplied by the Employment Business to provide services to the Hirer;
"Agreed Deductions"	means any deductions the Agency Worker has agreed can be made from their pay;
"Assignment"	means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
"Assignment Details Form"	means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;
"AWR"	means the Agency Workers Regulations 2010;
"Calendar Week"	means any period of 7 days starting with the same day as the first day of the First Assignment;
"Conduct Regulations"	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
"Confidential Information"	means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information; "Control" means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;



"Data Protection Laws"	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended
"Deductions"	means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;
"Emoluments"	means any pay in addition to the Actual QP Rate of Pay;
"Employment Business"	Employment of London Limited (registered company no. 5265174) of Vista Centre, 50 Salisbury Road, Hounslow, Middlesex, TW4 6JQ;
"Engagement"	means the engagement (including the Agency Worker's acceptance of the Hirer's offer), employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and "Engage", "Engages" and "Engaged" shall be construed accordingly;
"First Assignment"	 means: (a) the relevant Assignment; or (b) if, prior to the relevant Assignment: i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and ii. the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);
"Hirer"	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced;
"Hirer's Group"	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;



"Hourly Rate"	means Please refer to your assignment sheet being the minimum gross rate of pay that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;
"Leave Year"	means the period during which the Agency Worker accrues and may take statutory leave commencing on the date that the Agency Worker starts an Assignment or a series of Assignments;
"Period of Extended Hire"	means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;
"Qualifying Period"	means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;
"Relevant Period"	means the later of (a) the period of 8 weeks commencing on the day after the <u>last</u> 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 <u>first</u> day on which the Agency Worker worked for the Hirer having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;
"Temporary Work Agency"	means as defined in the Schedule to these Terms;
"Terms"	means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form;
"Transfer Fee"	means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;
"Type of Work"	means Warehouse / Factory and Hotels;
"WTR"	means the Working Time Regulations;

- **1.2.** Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.



2. THE CONTRACT

- 2.1. These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency. Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker.
- 2.2. During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 (as amended) when introducing or supplying the Agency Worker for Assignments with its Hirers.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- **3.1.** The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- **3.2.** The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:
 - 3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; 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 to the Agency Worker.
- **3.3.** At the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with an Assignment Details Form setting out the following:
 - 3.3.1. the identity of the Hirer, and if applicable the nature of their business;
 - 3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
 - 3.3.3. the Type of Work, location and hours during which the Agency Worker would be required to work;
 - 3.3.4. the Actual Rate of Pay 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 intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.
- **3.6.** For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the First Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition, the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.
- 3.8. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the 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).

4. AGENCY WORKER'S OBLIGATIONS

- 4.1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:
 - 4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
 - 4.1.2. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;



- 4.1.3. take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Hirer;
- 4.1.4. not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
- 4.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;
- 4.1.6. not at any time divulge to any person, nor use for his or her own or any other person's benefit, any Confidential Information relating to the Hirer's or the Employment Business' employees, business affairs, transactions or finances;
- **4.1.7.** on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.2. If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Agency Worker undertakes to:
 - **4.2.1.** inform the Employment Business of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;
 - 4.2.2. provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and
 - **4.2.3.** inform the Employment Business if s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:
 - 4.2.3.1. completed two or more assignments with the Hirer;
 - 4.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - 4.2.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within I hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.



- 4.4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.
- 4.5. The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.
- 4.6. The Agency Worker acknowledges that any breach of his/her obligations set out in these Terms may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

5. TIMESHEETS

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Agency Worker shall deliver to the Employment Business a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Hirer.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
- 5.3. Where the Agency Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business shall make no payment to the Agency Worker for hours not worked.
- 5.4. For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the AWR.

6. PAY AND DEDUCTIONS

- 6.1. For each Assignment the Employment Business shall pay to the Agency Worker the Hourly Rate. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Assignment Details Form.
- 6.2. If the Agency Worker has completed the Qualifying Period on the start of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker the Actual QP Rate of Pay which will be notified on a per Assignment basis and set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 6.3. The Hourly Rate, Actual Pay of Rate or Actual QP Rate of Pay, as applicable, will be paid in arrears, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments.



- 6.4. If the Employment Business provides any equipment or clothing to the Agency Worker to be used in the course of an Assignment with the Hirer, the Agency Worker must take reasonable care of the equipment or clothing. Furthermore, the Agency Worker must return any equipment or clothing to the Employment Business upon termination of the Terms or within 3 days of a request from the Employment Business. In the event that the Agency Worker does not comply with the obligations set out in this clause, the Employment Business reserves the right to deduct the cost of replacement equipment or clothing from any sums owed to the Agency Worker. The question of whether the Agency Worker has taken reasonable care of the equipment or clothing will be solely assessed by the Employment Business's reasonable judgement.
- 6.5. Where the Agency Worker holds a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, the Agency Worker must declare this to the Employment Business and produce the Certificate. In such cases the Employment Business shall not deduct Class I National Insurance Contributions from the Actual Rate of Pay or the Actual QP Rate of Pay (where applicable) but it shall be the responsibility of the Agency Worker to pay such social fee contributions as may be applicable in the Member State concerned. In the event that the Agency Worker fails to pay such contributions and the Employment Business is required to pay contributions either in the UK or the Member State concerned, the Agency Worker undertakes to indemnify the Employment Business and the Employment Business shall be entitled to deduct the amount paid in contributions from any sums owed to the Agency Worker.
- 6.6. Breaks Please refer to the assignment sheet.

7. ANNUAL LEAVE

- 7.1. The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks/28 days per annum. Holidays are calculated on an average of the hours worked in the last 52 weeks.
- 7.2. Entitlement to payment for annual leave under clause 7.1 accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year.
- 7.3. Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR and in accordance with clauses 7.1 and 7.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 7.4. All annual leave must be taken during the course of the Leave Year in which it accrues and, save as maybe set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, none may be carried forward to the next year. The Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.5. If the Agency Worker wishes to take paid annual leave during the course of an Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of annual leave that s/he wishes to take. In certain circumstances the Employment Business may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Employment Business will inform the Agency Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.



- 7.6. Subject to clause 7.3, 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 the Agency Worker has worked on Assignment.
- 7.7. Subject to clause 7.3, 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 of the Agency Worker's total holiday entitlement in each month of the leave year.

Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and the Agency Worker does not work on that day, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), that day shall count as part of the Agency Worker's paid annual leave entitlement.

7.8. Where these Terms are terminated by either party, the Agency Worker shall repay to the Employment Business an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and the Agency Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any final payment owed to the Agency Worker.

8. SICKNESS ABSENCE

- 8.1. The Agency Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2. The Agency Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 8.3. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 8.4. In the event that the Agency Worker submits a Statement of Fitness for Work ("**the Statement**") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5. Where clause 8.4 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

9. TERMINATION

- 9.1. Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability.
- **9.2.** The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).



- 9.3. If the Agency Worker does not inform the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3) this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- 9.4. If the Agency Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.
- 9.5. If the Agency Worker does not report to the Employment Business to notify his/her availability for work for a period of 3 weeks, this contract for services will automatically terminate and the Employment Business will forward his/her P45 to his/her last known address.

10. INTELLECTUAL PROPERTY RIGHTS

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

11. CONFIDENTIALITY

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

12. DATA PROTECTION

The Agency Worker acknowledges that the Employment Business must process personal data about him/her in order to properly fulfil its obligations under these Terms and as otherwise required by law in relation to his/ her engagement in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes.



13. SEVERABILITY

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

14. NOTICES

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

15. RIGHTS OF THIRD PARTIES

None of the provisions of these Terms are 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. GOVERNING LAW AND JURISDICTION

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

Signed by the Agency Worker

[Print Name Here]

Date

Signed by the Agency (Consultant)

[Print Name Here]

Date



Workplace pensions – a change in the law that affects you

Dear.....,

To help people save more for their retirement, all employers are now required by law to provide a workplace pension scheme for certain staff and pay money into it. We will enroll any of our staff after three months who meet all of the following criteria:

- Earn over £192 per week (or £833 per month)
- Are aged 22 or over and
- Are under state pension age

If you meet these criteria on the.....you will be automatically enrolled into our workplace pension scheme. We will write to you again if this happens. You can join the scheme before this date if you wish (see **How to join** below).

Once you are enrolled you will receive a Nest welcome pack giving you information on the pension. If you would like to stay in the pension you do not have to do anything but if you would like to opt out you have to do this yourself by contacting this number 03000200090.

If you don't meet the criteria, you won't become a member of the scheme automatically but if, in the future, you earn more than £192 per week (or £833 per month), and meet the other two criteria above, we will enroll you into the scheme and let you know.

If you don't meet the criteria, you can also ask to join the scheme now or in the future.

If you ask to join you will put money into the pension each month directly from your pay, and the government may also contribute through tax relief. If you earn over £118 a week (or £512 a month), when you ask to join, the minimum amount you will put into the scheme will be 5% of your earnings. We will also contribute to the pension on your behalf. If you earn less than £118 a week when you ask to join, we are not obliged to contribute.

How to join

To join the scheme, now or in the future, tell us in writing by sending a letter which has to be signed by you. Or if you send us an email, please include the phrase, 'I confirm I personally submitted this notice to join a workplace pension scheme. Our email is <u>info@eoll.co.uk</u>

Yours sincerely,

The Employment of London Compliance Team



New Applicants Compliance / Education / Employer Background Check Authorisation

Full Name:

DOB:

NI Number:

CONSENT TO RELEASE INFORMATION

I authorise Employment of London Ltd to approach all referees given on my application form for references. This includes any educational, employment and unemployment to be confirmed by the concerned establishment/ person.

Declaration by applicant

I have provided complete and true information in support of the application and I understand that knowingly making a false statement for this purpose is a criminal offence.

Applicant Signatures:

Date:



Staff Health and Safety Sign Off

The Health and Safety Act

The Health and Safety at Work etc. Act 1974 is an Act of the Parliament of the United Kingdom that as of 2011 defines the fundamental structure and authority for the encouragement, regulation and enforcement of workplace health, safety and welfare within the United Kingdom. The Act defines general duties on employers, employees, contractors, suppliers of goods and substances for use at work, persons in control of work premises, and those who manage and maintain them, and persons in general. Please complete below if it is applicable to your job role.

Staff Name:

Date of Birth:

NI Number:

Serial Number	Health and Safety Training	Date of Training	StaffSignature
EOLL 001	Safe Manual Handling		
EOLL 002	Personal Protective Equipment		
EOLL 003	Preventing Slips, Trips and Fall		
EOLL 004	Reporting of Accidents / Incidents		
EOLL 005	Fire Training		
EOLL 006	Induction Training (Inc, EOLL 001-006)		
EOLL 007	Display Screen and Equipment (DSE)		
EOLL 008	Level 1 Food Health and Safety		



New Applicants Documents Compliance Check Sheet

Full Name:

DOB:

NI Number:

Document Type	ID Number	Date Received
Passport		
UK BRP Card		
UK Right to Work		
Proof of Address		
Drivers Licence		
UK DBS		
Overseas Police Certificate (PCA)		
Background Checks		
Agency Interview Form		
Agency Declaration		
JPEG Picture (to be taken in office)		

Compliance Manager Sign Off

Name:

Signature:

Date:



Literacy and Numeracy Assessment

Candidate Name:

Date:

Section A – Literacy Assessment (10 minutes allowed)

Please read the following information and then answer the 9 questions below:

Matthew is a family man with 4 children and he enjoys cooking for his 4 children. Their names are Ola (age 12), Jo (age 9), Paulina (age 3) and Jack (age 1).

Today he was making some fresh bread to make sandwiches.

He needs 300g of self-raising flour, 0.25g of fresh yeast and 150ml of warm water.

The flour should always be sifted to ensure there are no lumps. Matthew does not want to have lumpy bread.

All the ingredients are mixed together and kneaded for 20 minutes, the mix is then left to rise (prise). It is stored in a small mixing bowl in a humid area.

After 45 minutes the mix is ready to be baked in to bread. Ready to make a

perfect sandwich.

- Q1) How old is Matthew youngest child?
- Q2) How old is Paulina?
- Q3) How old is Ola?
- Q4) How long should the mix be kneaded for?
- Q5) Why should the flour be sifted?
- Q6) What type of flour is used?
- Q7) How long should bread be proved for?
- Q8) What size-mixing bowl should be used?
- Q9) How many children does Matthew have?

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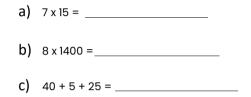


Literacy and Numeracy Assessment

Instructions: There 3 questions to be answered. Section B

- Numeracy Test (10 minutes allowed) QI) Complete the

following Sums:



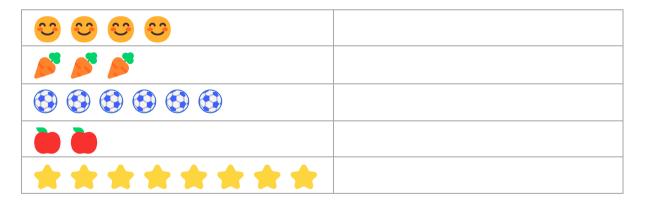
- d) 80 ÷ 2 = _____
- e) 300 225 =____

Q2) You can make 15 pizzas per hour. How many pizzas you can make in 9 hours?

a)	140	c) 135

b) 162 d) 180

Q3) Count numbers with pictures:



Total Time Allowed 20 mins

ore: Pass Mark: 18/20

Sc

Manager Name:

Sign:

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