



APPLICATION FOR TEMPORARY/PERMANENT EMPLOYMENT

Please attach a copy of your full CV to this form. In addition, bring to your interview your qualification certificates for photocopying and proof of your eligibility to work in the UK. Please complete this application form as fully as possible. Thank you.

Surname: Forenames:

Home Address: Telephone:

..... Mobile:

NI Number: Email:

Hours Preferred: Length of time available:

Type of Work Sought? Temporary Permanent Both

Do you have a current Driving licence and use of a car? Yes No Yes, but no access

GENERAL INFORMATION

How much notice do you have to give your present employer?

Is your present employer aware of your efforts to seek alternative employment? Yes No

Do we have your permission to approach your present employer for a reference? Yes No

Have you already attended any interviews? (If so, please state where and outcome) Yes No

.....

Which other companies/agencies have you already contacted?

What is the basic salary you would require? Salary £ Hourly Rate £

Do we have permission to send your C.V. to suitable vacancies/companies? Yes No

Please provide the Name and Address of two Referees (preferably present or previous employers)
TO WHOM WE MAY APPLY WITH IMMEDIATE EFFECT

Name: Name:

Position: Position:

Company: Company:

Address: Address:

Postcode: Postcode:

Email: Email:



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I certify that the above is, to the best of my knowledge, true.

Signed: Date:

Thank you for taking the trouble to complete this form.
We will now endeavour to ensure that your effort is rewarded.



FOR OFFICIAL USE ONLY

Candidate No:

C.V. Created: Yes No

Data removed from register:

Reason for removal:

Ref Sent 1:

Ref Received 1:

Ref Sent 2:

Ref Received 2:



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CRIMINAL CONVICTION DECLARATION

General Employment:

Please complete the following declaration in order to assist us in our registration process.

Surname: Forenames:

Home Address: Postcode:

.....

.....

have criminal convictions. (*) Delete as appropriate. Criminal.doc (Sec Disk)

If you do have any criminal convictions, please give details and date (s) of conviction (s) below.

Please Note that spent convictions DO NOT have to be declared.

.....

.....

.....

Work with Young Persons Under 18 years or vulnerable adults e.g. elderly or disabled

Under the provisions of the Rehabilitation Offenders Act 1974 (Exceptions) (Amendment) Order 1986 you are required to give details of any criminal conviction including those, which are spent. Failure to do so may render you liable to summary dismissal.

You are required to reveal spent convictions if the post for which you are applying involves working with young persons Under 18 years or venerable adults e.g. elderly or disabled.

If You Hold a DBS Disclosure Certificate Please State the Number:

Do You Have Any Spent / Unspent Convictions against you Yes No

If So Please give details:

.....

.....

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

I certify that the above information is, to the best of my knowledge, true.

Signed: Date:



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HEALTH & SAFETY UNDER DUTY OF CARE QUESTIONNAIRE

In compliance with our Duty of Care as an Employment Agency and in adhering to the 1974 HASAWA and also compliance to the Equality Act of October 1st 2010 the following information is to be recorded by candidates who are wishing to consider multiple choice roles which may include operating tasks and procedures Intrinsic to the role. For this reason candidates are requested to complete the following information firstly via the tick box options.

Candidate Full Name:

Position of choice Applied for or registering to:

2nd:

3rd:

I am not aware of any condition or disability which might impair my ability to undertake intrinsic tasks and duties effectively and safely of the position to which I am applying for or other stated positions which I may accept through Stanley Staff in the future.

If you Have Ticked This Box Please Proceed to Section B

I wish to declare I may be affected in the performance of intrinsic tasks and duties or carry out a function that is intrinsic to the work concerned (Subject to the Duty to Make reasonable adjustments)

If you Have Ticked This Box Please Proceed to Section A

Section A - I

To enable us to make sure a future employer knows of any specific adjustments or adoptions to be made to your work station, or procedural operation to assist in your performance do you have or have ever suffered, from (please tick appropriate boxes)

	Yes	No		Yes	No
Fainting or Dizzy Attacks			Back problems or slipped disc		
Fits, epilepsy or blackouts			Other muscle / joint Problems		
Nervous or Mental Illness			Rheumatism, arthritis etc		
Adnominal Problems			Have you any difficulties affecting:		
Ear problems			Standing or walking		
Defective vision			Stair climbing		
Do you wear glasses / Contacts Lenses			Lifting		
Recurring chest or breathing problems			Use of hands		
Asthma or allergies			Wearing of closed safety shoes or boots		
Heart problems			Working at heights		
High or Low Blood Pressure			Use of ladders Staging		
Varicose veins or swollen ankles			Ability to drive motor vehicles		
Skin trouble or dermatitis			Ability to operate machinery		
Diabetes			Do you take medicine regularly		
Kidney or Bladder problems			Require assistance with any medication		
Rupture or hernia			Have you ever been registered disabled		



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HEALTH & SAFETY UNDER DUTY OF CARE QUESTIONNAIRE

Section A - II

Give relevant details of any serious injury, surgical operation, hospital treatment / admission / condition not mentioned on the previous page.

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.....

Have you ever been exposed to any of the following hazards (please tick appropriate box to indicate)

	Yes	No		Yes	No		Yes	No
Dust			Mineral Oil			Noise		
Fume			Vibration			Tar		
VDU			Radiation			Chemicals		
Lead			Asbestos			Other		

Are there any industries, business sectors, or work hours and shift patterns you wish to avoid for Health and Safety Reasons, if Yes please identify:

.....

.....

Have any of your Blood relatives suffered from heart disease, asthma or other hereditary disease Or have any chronic health problems which may be a future risk to yourself.

Yes No If Yes please give details:

.....

Section B

The information provided in this Health and Safety questionnaire is factual and accurate and I give my consent to Stanley Staff to disclose any such relevant information to my employer in regard to Health and Safety under the strict confidential restraints advised to me. That only such employers to whom I am gainfully employed shall be advised of any facts disclosed in Section A or B of this document.

I further agree to advise Stanley Staff of any change to my health or medication which may affect my performance to intrinsic tasks and duties that I have been assigned to perform or which may prove to be considered a risk to any third party or parties.

I hereby certify that I have read and understand this document and provided only relevant factual and accurate information as relevant to my tick box confirmation on page 1. The information is provided to prevent me from risk and potential harm in compliance with the Stanley Staff Duty of Care to candidates.

Name of Temporary Worker:

Signature of Temporary Worker: Date:



OPT OUT OF 48 HOUR WORKING WEEK AGREEMENT

1. Definitions:

1.1 In this Agreement the following definitions apply:-

ASSIGNMENT means the period during which the Worker is engaged to render services to the Client.

CLIENT means the person, firm or corporate body engaging the services of the Worker.

EMPLOYMENT BUSINESS in this context is Stanley Staff of the addresses noted below.

TEMPORARY WORKER is the individual specified in (6) below.

WORKING WEEK means an average of 48 hours each week calculated over a 17 week reference period.

A limit of 48 hours a week which a worker can be required to work (although workers can choose to work more if they want to). The number of hours worked each week should be averaged out over 17 weeks or however long a worker has been working for their employer if this is less than 17 weeks. This period of time is called the 'reference period'.

WEEKLY REST a worker is entitled to one whole day off a week.

Days off can be averaged over a two-week period, meaning workers must take two days off a fortnight.

Days off are taken in addition to paid annual leave.

Employers must make sure that workers can take their rest.

1.2 Reference 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:

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 agrees in writing that this limit should not apply.

3. Consent:

3.1 The Temporary Worker hereby agrees that the Working Week limit shall not apply to the Assignment, but must take the weekly rests required by law.

4. Withdrawal of Consent:

4.1 The Temporary Worker may end this Agreement at any time. The employer and worker can agree how much notice is needed to cancel the agreement, which can be up to three months. In the absence of an agreed notice period, the worker needs to give a minimum of seven days' notice of cancellation.

4.2 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.

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:

5.1 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.

6. Temporary Worker Details:

Print Name of Temporary Worker:

Signature of Temporary Worker: Date:

**PLEASE RETURN ONE COPY OF THIS OPT-OUT AGREEMENT TO
STANLEY STAFF'S OFFICES AS INDICATED BELOW.**



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REGISTRATION INTERVIEW ASSESSMENT QUESTIONNAIRE

Candidate Name: Date: Consultant:

1. Type of work previously enjoyed:

2. Any work related dislikes:

3. Driving licence inc. LGV/FLT etc:

4. Radius of travel:

5. Available from: Holidays planned:

6. Work Requirement: ST Temp LT Temp Temp to Perm Perm Both T & P

7. Preferred hours: Part-time Full Time Odd Days

8. Salary required: Perm Temp rate

9. Bank details: Name on Account:

Name of Bank: Branch:

Account Number: Sort Code:

10. Details of next of kin/who to contact in case of an emergency:

Name: Tel No:

Address:

.....

Postcode: Relationship:

CONVATEC ONLY

Shift: Boots:

Overall Size: Hols:

Any other comments:

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STANLEY STAFF PRIVACY POLICY

Here at Stanley Staff, we take your privacy seriously and will only use your personal information to administer your account and to provide the products and services you have requested from us. By filling in our application pack, you will provide us with all relevant personal information; this will be held securely at Stanley Staff office in lockable filing cabinets and on double password protected PC's.

Some forms within the pack are for Stanley Staff purposes only; these include the Criminal Conviction Declaration, Health & Safety Under Duty of Care Questionnaire, 48 Hour Opt Out (Optional), Equal Opportunity (Optional) and Terms of Engagement. We will apply to references on your behalf and these may also be shared with third party(s) – at their request.

You have the right to withdraw consent at any time and to request that any incorrect information is rectified; should you wish to view any of the personnel records we hold for you, you may apply to us in writing by email to admin@stanleystaff.co.uk, we will then ensure you are able to view all information held.

You have the right to be forgotten and request that all held information be erased from our computerised system and that paper records will be disposed of confidentially.

However, from time to time, we would like to contact you with further vacancies and submit your CV (with your consent) to our client companies. If you consent for us to contact you for this purpose, please check below to say how you would like us to contact you:

Post Email Telephone Text Message

We may also need to pass your details onto our Payroll Company, "BACK OFFICE SUPPORT SERVICES", so that they can process your payroll for temporary work you will complete on our behalf. If you consent to us passing your details on for that purpose, please tick to confirm:

I Agree

Print Name of Temporary Worker:

Signature of Temporary Worker: Date:

This consent will be valid for 12 months from the above date, thereafter, you will need to "opt in" to remain on our database again.



TERMS OF ENGAGEMENT WITH AN AGENCY WORKER

1.1.1 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 yourself 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;



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“Control”	means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and “Controls” and “Controlled” shall be construed accordingly;
“Data Protection Laws”	means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
“Deductions”	means any deductions which the Employment Business may be required by law to make and, in particular, in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;
“Emoluments”	means any pay in addition to the Actual QP Rate of Pay;
“Employment Business”	Stanley Recruitment Limited (registered company no. 1131817 trading as Stanley Staff at 38 Cambridge Road, Ellesmere Port, Cheshire. CH65 4AG
“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;



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“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 £NMW 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 1st January and runs until the anniversary of that date;
“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 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 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 the type of work you have expressed at your conversation with our consultant and on your application form held by us and
“WTR”	means the Working Time Regulations 1998



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- 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.

1.1.2 THE CONTRACT

- 1.5 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. The contract between the parties starts on the first day of the First Assignment under these Terms 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.
- 1.6 During an Assignment the Employment Business will engage the Agency Worker on a contract for services 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.
- 1.7 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.
- 1.8 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.

1.1.3 ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 1.9 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.
- 1.10 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:
 - 1.10.1 the suitability of the work to be offered shall be determined solely by the Employment Business; and
 - 1.10.2 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.



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- 1.11 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: For the purposes of the Conduct Regulations:
- 1.11.1 the identity of the Hirer, and if applicable the nature of their business;
 - 1.11.2 the date the Assignment is to commence and the duration or likely duration of Assignment;
 - 1.11.3 the Type of Work, location and details of hours during which the Agency Worker would be required to work;
 - 1.11.4 the Actual Rate of Pay that will be paid, intervals and any expenses payable by or to the Agency Worker;
 - 1.11.5 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;
 - 1.11.6 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; and
- For the purposes of Section 1 of the Employment Rights Act:
- 1.11.7 any other paid leave such as maternity, paternity or adoption leave;
 - 1.11.8 the details of pension entitlements and pensions schemes; and
 - 1.11.9 any other benefits
- 1.12 Where the Employment Business does not give such information in paper form or by electronic means, it shall confirm the information by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following except where:
- 1.12.1 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
 - 1.12.2 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.
- 1.13 Where the provisions of clause 3.4 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.



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- 1.14 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.
- 1.15 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.
- 1.16 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).

1.1.4 AGENCY WORKER'S OBLIGATIONS

- 1.17 The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, then during every Assignment and afterwards where appropriate, s/he will:
- 1.17.1 co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
 - 1.17.2 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;
 - 1.17.3 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;
 - 1.17.4 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;
 - 1.17.5 not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business's or the Hirer's staff;
 - 1.17.6 not at any time tell or give 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's employees, business affairs, transactions or finances;



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- 1.17.7 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.
- 1.18 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:
- 1.18.1 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;
 - 1.18.2 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
 - 1.18.3 inform the Employment Business if s/he has prior to the 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:
 - 1.18.3.1 completed two or more assignments with the Hirer;
 - 1.18.3.2 completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - 1.18.3.3 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.
- 1.19 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 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.
- 1.20 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.
- 1.21 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.



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- 1.22 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.

1.1.5 TIMESHEETS

- 1.23 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 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.
- 1.24 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.
- 1.25 Where the Agency Worker does not 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 will not pay the Agency Worker for hours not worked.
- 1.26 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 may make for the purpose of compliance with the AWR.

1.1.6 PAY AND DEDUCTIONS

- 1.27 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.
- 1.28 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.
- 1.29 The Hourly Rate, Actual Pay of Rate or Actual QP Rate of Pay, as applicable, will be paid weekly in arrears, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments.
- 1.30 Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.



- 1.31 Subject to compliance with Regulation 12 of the Conduct Regulations, the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which s/he may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his/her negligence or breach of either the Employment Business's or the Hirer's rules.

1.1.7 ANNUAL LEAVE

- 1.32 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.
- 1.33 The Agency Worker's entitlement to payment for annual leave under clause 7.1 accrues in proportion to the amount of time worked by him/ her on Assignment during the Leave Year.
- 1.34 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.
- 1.35 The Agency Worker must take all annual leave during the Leave Year in which it accrues and, except as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, the Agency Worker may not carry any annual leave forward to the next year. The Agency Worker is responsible for ensuring that they request and take all paid annual leave within the Leave Year.
- 1.36 If the Agency Worker wishes to take paid annual leave during 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.
- 1.37 Subject to clause 7.3, the amount of payment which the Agency Worker will receive in respect of periods of annual leave taken during 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.
- 1.38 Subject to clause 7.3, during 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.



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- 1.39 Except 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.
- 1.40 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. If, following such deduction the Agency Worker owes further monies in respect of pay received for annual leave taken but not accrued at the time of Termination, the Agency Worker will repay such monies within 14 days of termination of these Terms.

1.1.8 SICKNESS ABSENCE

- 1.41 The Agency Worker may be eligible for statutory sick pay (SSP) provided that s/he meets the relevant statutory criteria.
- 1.42 The Agency Worker must give the Employment Business 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.
- 1.43 For the purposes of SSP there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 1.44 If 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.
- 1.45 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.

1.1.9 TERMINATION

- 1.46 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.
- 1.47 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. If 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 (except for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).



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- 1.48 If the Agency Worker does not tell 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.
- 1.49 If the Agency Worker is absent during 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.
- 1.50 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.

1.1.10 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.

1.1.11 CONFIDENTIALITY

- 1.51 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:
- 1.51.1 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;
- 1.51.2 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
- 1.51.3 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.

1.1.12 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.



1.1.13 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.

1.1.14 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. 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, when that email is sent.

1.1.15 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.

1.1.16 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.

Print Name of Agency Worker:

Signature of Agency Worker: Date:



EQUAL OPPORTUNITY IN EMPLOYMENT MONITORING POLICY

We are committed to ensuring that no applicant or employee receives less favourable treatment than others on grounds of race, marital status, disability or sexual orientation or is disadvantaged by any conditions or requirements which cannot be shown to be justifiable.

In order to monitor the effectiveness of our Equal Opportunities Policy, we request applicants to provide the information below. This information is confidential, anonymous and is used solely for monitoring purposes; this will be separated from your application form and stored confidentially at the time of your registration. **You are not obliged to complete this form.**

PLEASE SELECT:

1. I describe my ethnic origin as;

White African Black Caribbean Black other
Indian Pakistani Bangladeshi Chinese
Other (please specify)

2. My nationality is

3. My sex is: Male Female Transgender

4. I describe my status as: Single Married/Partner Civil Partnership

5. Is there anyone who relies on your for day to day care and attention?

Yes No

If yes, are they:

- (a) Children under 5
- (b) Children under 16
- (c) Sick or elderly relative, partner or friend

6. Are you: Registered disabled Un-registered disabled Not disabled

7. Do you have a permanent recurring illness? Yes No

8. Please state where you found out about Stanley Staff:

Internet Job Centre Careers Service
Friend/Relative Local Knowledge Previously registered
Other (please specify)

Many thanks for taking the time to complete this form