

**Registration Form:**

**Personal Details:**

**Title:** Mr / Mrs / Miss / Ms / Other \_\_\_\_\_

**Surname:** \_\_\_\_\_ **Forenames:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_ **Postcode:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Age:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Nationality:** \_\_\_\_\_ **National Insurance Number :** \_\_\_\_\_

**Do you have your own transport? Yes / No**

If yes, please state type (E.g. Car): \_\_\_\_\_

**Do you have a full, clean driving licence? Yes / No**

If no, what endorsements do you have? \_\_\_\_\_

**Do you have your own safety footwear? Yes / No**

**Do you have any criminal convictions? Yes / No**

If yes, please give details: \_\_\_\_\_

(Please request an A4 Sheet if further space is required).

**Do you suffer from any medical conditions or consider yourself to have a disability listed under The Equalities Act 2010? Yes / No**

If yes, please give details: \_\_\_\_\_

**Do you require any adaptations to be made to the workplace to allow you to carry out your job? Yes / No**

If yes, please give details: \_\_\_\_\_

(Please request additional paper should you require it)

**Emergency Contact Information:**

**Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Relationship to you:** \_\_\_\_\_



**References -Please give details of at least TWO CONTACTABLE EMPLOYMENT references (if employment references are unavailable please give character references):**

1. Name \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

2. Name \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

3. Name \_\_\_\_\_ Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Experience/Skills/Qualifications:**

**Please give details/grades of any qualifications you hold:** \_\_\_\_\_

\_\_\_\_\_

**Skills (Please circle any that apply):** If you have a CV please send us this/provide a copy

Office Administration Secretarial Accounts Payroll Warehouse Factory Production  
Stores Forklift Counterbalance Forklift Reach Forklift Other Loader Electrical Engineering  
Welding Mechanical Hospitality Waiting Tables Bar Work Catering Cleaning (Industrial)  
Cleaning (Office) Labourer Construction Plumbing Carpentry Delivery Driving/Van Driving  
Care Work

Other (Please State): \_\_\_\_\_

**How did you hear about Sapphire Recruitment?** \_\_\_\_\_

**Declaration:**

I confirm that I wish Sapphire Recruitment to seek suitable employment for me; I confirm that any information disclosed on this form may be disclosed to a future employer.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**References:**

I, \_\_\_\_\_, understand that it is necessary for Sapphire Recruitment Logistics Ltd to obtain references for me in order for them to find suitable employment.

I authorise Sapphire Recruitment to obtain Employment, Character and Educational references where necessary.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Alcohol, Illegal Substance Abuse and Stealing Disclaimer:**

Any employee found under the influence of alcohol whilst at work will be immediately suspended from work, which may, after investigation, lead to dismissal of employment.

Any employee accused of or found stealing from any work placement will be immediately suspended. Sapphire Recruitment Logistics Ltd may terminate your employment pending an investigation.

The taking of illegal substances, being in possession of illegal substances or under the influence of illegal substances whilst on the premises of Sapphire Recruitment or of a work placement through Sapphire Recruitment Logistics Ltd is regarded as an act of gross misconduct and will result in termination of your employment. In the event that illegal substances are discovered, the police will be informed.

I, \_\_\_\_\_, agree that whilst employed by Sapphire Recruitment, I shall not indulge in the taking of alcohol or illegal substances during my specified working hours. I also agree that I shall not arrive for work under the influence of alcohol or illegal substances.

I agree that, if found stealing from any work placement or under the influence of alcohol or illegal substances, I will be immediately suspended and that my employment may be terminated following investigation.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Money Deductions:**

All Personal Protective Equipment (PPE) provided for an assignment remains property of Sapphire Recruitment Logistics Ltd unless purchased by the employee. If you fail to return your PPE within **3 working Days** of your employment with Sapphire Recruitment ending, the cost of these items will be deducted from your final wages/holiday pay

I, \_\_\_\_\_, confirm that I have read the money deductions statement and my permission for Sapphire Recruitment to deduct monies from my wages for PPE should I fail to return it within the time frame

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE FILL THIS OUT CAREFULLY AS THIS INFORMATION IS SENT TO PAYROLL**

**New Employee Form:**

**Employer: Sapphire Recruitment Logistics Limited**

**PAYE Reference: 475/KA58523**

**Employee Details:**

**Title:** Mr / Mrs / Miss / Ms / Other \_\_\_\_\_

**Surname:** \_\_\_\_\_ **Forenames:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_ **Postcode:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ **National Insurance No.:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Bank Details:**

**Account Name:** \_\_\_\_\_ **Bank Name:** \_\_\_\_\_

**Account Number (8 Digits):** \_\_\_\_\_ **Sort Code (6 Digits):** \_\_\_\_\_

**Starter Declaration:**

Tick one of the following three statements:

- This is my first job since last 6 April and I have not been receiving taxable Jobseeker's Allowance, Employment and Support Allowance, taxable Incapacity Benefit, State or Occupational Pension.
- This is now my only job but since last 6 April I have had another job, or received taxable Jobseeker's Allowance, Employment and Support Allowance, taxable Incapacity Benefit. I do not receive a State or Occupational Pension.
- As well as my new job, I have another job or receive a State or Occupational Pension.

**Student Loans:**

- I make Type 1 Student Loan repayments through payroll
- I make Type 2 Student Loan repayments through payroll

**P45:**

- I attach a copy of the P45 from my previous employer

**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 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 1998, the General Data Protection Regulation (EU 2016/679) and any applicable statutory and 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"** Sapphire Recruitment Logistics Limited (registered company no. 7589214) of 10 Fore Street, Tiverton, Devon, EX16 6LH

**"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 £ per hour 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 and runs until 31<sup>st</sup> March.

**"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 .....

“**WTR**” means the Working Time Regulations 1998

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

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

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

## 2. THE CONTRACT

2.1 These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they 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 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.

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 weekly in arrears, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments.

6.4 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.

6.5 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.

6.6 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.

## **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.

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 may be 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.

7.8 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.

7.9 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.

## **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.

## 16. 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.

## 17. 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.



10 Fore Street,  
Tiverton,  
Devon,  
EX16 6LH  
01884 255664

\_\_\_\_\_  
*Signed by the Agency Worker*

\_\_\_\_\_  
[print name here]

\_\_\_\_\_  
Date

**48 HOUR OPT OUT AGREEMENT**

**1. DEFINITIONS**

1.1. In this Agreement the following definitions apply:

"Agency Worker" means .....

"Assignment" means the period during which the Agency Worker is supplied to provide services to the Client;

"Client" means the person, firm or corporate body using the services of the Agency Worker;

"Employment Business" means Sapphire Recruitment Logistics Ltd (registered company number 7589214 of 10 Fore Street, Tiverton, Devon, EX16 6LH); and

"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 1 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 \_\_\_\_\_

**Privacy Notice:**

The Company is a recruitment business which provides work-finding services to its clients and work-seekers. The Company must process personal data (including sensitive personal data) so that it can provide these services – in doing so, the Company acts as a data controller.

You may give your personal details to the Company directly, such as on an application or registration form or via our website, or we may collect them from another source such as a jobs board. The Company must have a legal basis for processing your personal data. For the purposes of providing you with work-finding services and/or information relating to roles relevant to you we will only use your personal data in accordance with the terms of the following statement.

**1. Collection and use of personal data:**

**a. Purpose of processing and legal basis:**

The Company will collect your personal data (which may include sensitive personal data) and will process your personal data for the purposes of providing you with work-finding services. The legal bases we rely upon to offer these services to you are: Consent; Legitimate interest; Legal obligation and Contractual obligation

**b. Legitimate interest:**

Where the Company has relied on a legitimate interest to process your personal data our legitimate interests is as follows: Sapphire Recruitment provides work-finding services to both candidates and clients. We process data, such as ID Documents, Right to work Documents, qualifications and payment details, in order to be able to provide these services.

**c. Recipient/s of data:**

The Company will process your personal data and/or sensitive personal data with the following recipients: Clients and their payroll/timesheet systems where necessary; Payroll/Accounts systems; Prospective clients for the purposes of marketing a candidate out, this will be done with the candidates' permission and data will be anonymised and The REC and other Auditing bodies for the purposes of an audit.

**d. Statutory/contractual requirement:**

Your personal data is required by law and/or a contractual requirement (e.g. our client may require this personal data), and/or a requirement necessary to enter into a contract. You are obliged to provide the personal data and if you fail to do so Sapphire Recruitment will not be able to offer you employment. Sapphire Recruitment are legally obligated to have certain information on our employees and carry out certain checks (Such as ID, Right to Work, HMRC purposes etc.), without this, all offers of employment will be withdrawn.

**2. Data retention:**

The Company will retain your personal data only for as long as is necessary. Different laws require us to keep different data for different periods of time.

The Conduct of Employment Agencies and Employment Businesses Regulations 2003, require us to keep work-seeker records for at least one year from (a) the date of their creation or (b) after the date on which we last provide you with work-finding services.

We must also keep your payroll records, holiday pay, sick pay and pensions auto-enrolment records for as long as is legally required by HMRC and associated national minimum wage, social security and tax legislation. Where you have consented to the Company processing your personal and sensitive data (this includes but is not limited to: your name, date of birth, address,

National Insurance number, ID and Right to Work documents, payroll and banking information, physical and mental health details and, if any, criminal record details) we will do so in line with our retention policy. Upon expiry of that period the Company will seek further consent from you. Where consent is not granted the Company will cease to process your personal data and sensitive personal data.

### **3. Your rights:**

Please be aware that you have the following data protection rights: The right to be informed about the personal data the Company processes on you; The right of access to the personal data the Company processes on you; The right to rectification of your personal data; The right to erasure of your personal data in certain circumstances; The right to restrict processing of your personal data; The right to data portability in certain circumstances; The right to object to the processing of your personal data that was based on a public or legitimate interest; The right not to be subjected to automated decision making and profiling; and The right to withdraw consent at any time.

Where you have consented to the Company processing your personal and sensitive data (this includes but is not limited to: your name, date of birth, address, National Insurance number, ID and Right to Work documents, payroll and banking information, physical and mental health details and, if any, criminal record details) you have the right to withdraw that consent at any time by contacting any member of the Sapphire Recruitment team.

### **4. Automated decision-making:**

It is sometimes necessary to use automated decision making as part of the recruitment process. Our databases have a profiling search function that is sometimes used (specifically when there is a short timescale in which to fill a vacancy); this allows us to quickly match candidates with a specified skill set to a specified job role as it provides us with the details of the select candidates with the required skill set. Sapphire Recruitment acknowledges the need to protect workers from the possible exclusionary effects of automated decision-making. As a result, automated decision-making/database profiling is not the only process involved in selecting candidates to put forward for vacancies and there is always a human-input involved in the process. Our consultants take a holistic approach when selecting suitable candidates for vacancies and candidates will not be excluded from vacancies based purely on database profiling.

### **5. Complaints or queries:**

If you wish to complain about this privacy notice or any of the procedures set out in it please contact either: Holly Pearce (Data Protection Officer) or Caroline Pearce (Data Protection Lead/Managing Director).



10 Fore Street,  
Tiverton,  
Devon,  
EX16 6LH  
01884 255664

**Consent:**

I, ....., 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 and National insurance number

**Sensitive personal data:** Disability/health conditions relevant to the role; Criminal conviction

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 (when required) in order to provide me with work-finding services;
- For the Company to process my data on a computerised database in order to provide me with work-finding services;
- For the Company to process my data using automated decision making processes.

I also consent to the Company processing my personal data with third parties including [The REC] for the purposes of internal audits and investigations carried out on the Company to ensure that the Company is complying with all relevant laws and obligations. [NOTE 9]

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.

Signed:

Date: