APPLICATION NUMBER



DRIVER APPLICATION PACK

Name

|  |
| --- |
|  |

Location

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| --- |
|  |

Date

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*The following information will be treated in the strictest confidence.*

**EMAIL:**

|  |  |
| --- | --- |
|  | *For Driver Talent Ltd use only.* |

**WHERE DID YOU HEAR ABOUT US:** Please tick.  Word of mouth Website  Advert Other

**PHOTO:** Please email or text a digital photo (passport style) quoting your application number to: admin@rdrivingtalent.co.uk (address willreceive texts)

**PERSONAL DETAILS:** *Please complete this section in BLOCK CAPITALS.*

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Title: Choose an item. | | | | | | | | First Name | |  | | | Middle Names | | | | | |  | |
| Surname |  | | | | | | | | | | | Date of Birth | | |  | | | | | |
| Nationality | | |  | | | | | | | | | NI Number | |  | | | | | | |
| How long have you been resident in the UK? | | | | | | | | | | | Choose an item. | | | | | | Choose an item. | | | |
| Contact Tel No (H): | | | | | |  | | | | | | Contact Tel No (M): | | | | | |  | | |
| Address: | |  | | | | | | | | | | | | | | | | | | |
| Post code: | | | |  | | | | | Next of Kin: | |  | | | | | | Relationship: | | |  |
| Contact Tel No (H): | | | | | | |  | | | | | Contact Tel No (M): | | | | | |  | | |
| Licence Number | | | | |  | | | | | | | Class of Licence | | | |  | | | | |
| Endorsements: | | | | |  | | | | | | | Points: | | | |  | | | | |
| Years driving HGV’s: | | | | |  | | | | | | | Years driving HGV’s in the UK: | | | |  | | | | |

**TWO REFERENCES:** *References will be sought immediately on completion of this document.*

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| --- | --- | --- | --- | --- | --- | --- | --- |
| First Name: | | |  | | Surname: |  | |
| Position: | | |  | | Contact Tel No: | |  |
| Email: |  | | | | | | |
| Company Name: | | | |  | | | |
| Address: | |  | | | | | |

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| First Name: | | |  | | Surname: |  | |
| Position: | | |  | | Contact Tel No: | |  |
| Email: |  | | | | | | |
| Company Name: | | | |  | | | |
| Address: | |  | | | | | |

**PREVIOUS TWO EMPLOYERS:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Company Name: | | |  | | | |
| Contact Name: | | |  | | | |
| Address: |  | | | | | |
| Your position: | |  | | Dates of employment: | From | To |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Company Name: | | |  | | | |
| Contact Name: | | |  | | | |
| Address: |  | | | | | |
| Your position: | |  | | Dates of employment: | From | To |

**MISCELLANEOUS DETAILS:** Please tick as appropriate.

Are you prepared to undergo a medical examination and/or a drugs test should it be requested?  Yes  No

Have you worked for us previously?  Yes  No

|  |  |
| --- | --- |
| How much notice are you required to give your current employer? |  |

**WORK EXPERIENCE:** Please tick or delete as appropriate.

Digi Card Furniture Removals Tacho and Driving Law Multi Drops Tippers ADR Licence Plant Fridge Work Demountables HIAB/Crane/Grab Skips Day Work Tankers/Non Hazardous Containers

Draw–Bar/A Frame  Dust Cart Night Work Will you do nights out? Yes  No

**CANDIDATE DECLARATION:**

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

references being passed onto potential employers. If, during the course of a temporary assignment, the Client wishes to employ me direct, I

acknowledge that Driving Talent Ltd will be entitled either to charge the client an introduction/transfer fee, or to agree an extension of the

hiring period with the Client (after which I may be employed by the Client without further charge being applicable to the Client).

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| --- | --- | --- | --- |
| Sign |  | Date |  |

**CRIMINAL CONVICTIONS:** Please tick as appropriate. Do you have any convictions, cautions, reprimands or final warnings that are not “protected” as defined by the [Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended in 2013)](http://www.legislation.gov.uk/uksi/2013/1198/pdfs/uksi_20131198_en.pdf) Yes  No

If yes, state convictions and dates:

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\*Certain types of employment and professions are exempt from the Rehabilitation of Offenders Act 1974 and in those cases particularly where the employment is sought in relation to positions involving working with children or vulnerable adults, details for all criminal convictions must be given. The information given will be treated in the strictest of confidence and only taken into account where, in the reasonable opinion of Driving Talent Ltd, the offence is relevant to the post to which you are applying. Failure to declare a conviction may require us to exclude you from our register or terminate an assignment if the offence is not declared but later comes to light.

Filtering rules: As of 29 May 2013 you are no longer required to disclose information about any ‘filtered’ offences. You are not required to disclose on any part of this form any convictions or cautions that have been filtered. Guidance and criteria on the filtering of these cautions and convictions can be found on the Disclosure and Barring Service website.

**PERMISSION TO WORK IN THE UK:** Please tick as appropriate.

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

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

**HEALTH AND DISABILITY:** Please tick as appropriate.

The following questions on health and disability are asked in order to find out your needs in terms of reasonable adjustments to access our recruitment service and to find out your needs in order to perform the job or position sought. If you make a declaration and meet the minimum requirement for an assignment you will be guaranteed an interview.

Do you have any health issues or a disability relevant which may make it di cult for you to carry out functions which are essential for the role you seek?

Yes No

If yes, please specify:

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If you have a disability, what are your needs in terms of reasonable adjustments in order to access this recruitment service and to attend interview, or to take aptitude tests etc.?

Please specify:

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**NIGHT WORKERS HEALTH ASSESSMENT:** Complete or tick not applicable

These questions are designed for those staff who work regularly at night. Under the Working Time Regulations 1998, you are entitled to have a health assessment to establish whether you are suffering any adverse health effects from night work. However, this is not compulsory.

Name and address of GP:

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Do you work? Please tick as appropriate.

Twilight hours/Nights only  Yes No

Internal rotation shift  Yes  No

Has your employment ever been terminated on the grounds of ill health?  Yes  No

|  |  |  |  |
| --- | --- | --- | --- |
| If Yes please provide details: | |  | |
| Approximately how many days/weeks sickness absence did you have in the last twelve months? | | |  |
| How many units of alcohol do you consume weekly? |  | | |

Do you smoke?  Yes  No Are you currently taking prescribed medicine? Yes No

Are you currently under the care of a doctor or other medical professional?  Yes  No

Are you currently suffering from or have suffered from any of the illnesses?

Please give details and approximate dates where relevant.

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I hereby declare that the information given is full and true to the best of my knowledge.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sign |  | Date |  | TICK NOT APPLICABLE |

**DATA PROTECTION:**

The Company will collect and process personal data from you, which may include sensitive personal data, for the purpose of carrying out its business of supplying temporary workers to clients and in order to find you suitable assignments. The Company may also collect personal data about you from third parties, such as referees and third party agencies, in order to verify information such as professional qualifications and educational background. We may disclose your personal data to clients for the purposes of an assignment/ potential assignment or periodic review. You will also be consenting to the transfer of essential information to our agents, our clients and the Criminal Records Bureau for the purpose of a criminal records disclosure application.

You hereby consent to us collecting and processing your personal data and disclosing this information to clients and other relevant third parties for the purposes outlined above. If you terminate this contract or enter in to new terms of engagement with a different organisation, in circumstances where you continue to work for the same client, we may disclose your personal information to the new organization at the client’s request. We may divulge your personal data to third parties who may provide you with information about their products and activities. If you consent to your personal data being used in this way, please sign here.

|  |  |  |  |
| --- | --- | --- | --- |
| Sign |  | Date |  |

**MOBILE WORKERS DECLARATION:**

Road Transport (Working Time) Regulations

The Road Transport (Working Time) Regulations (RTWT) requires employment businesses to maintain records of the Working Time of mobile workers who are involved in operations subject to Community Regulation 561/2006. An employment business is obliged to ensure that the Working Time limits specified below are complied with for temporary workers they engage:

In summary the RTWT regulations provide for the following:

• Mobile drivers (such as LGV drivers and crew) are subject to a maximum average Working Time of 48-hours per week over a 26-week fixed calendar reference period.

• There is a maximum weekly limit of 60 hours Working Time.

• There is a maximum of 10 hours night work within each 24-hour period. Night time is defined as midnight to 4.00am (for goods vehicles)

and 01:00 to 5:00am (for passenger vehicles). This maximum may be extended in certain circumstances.

• Rest Periods: Mobile workers must take the following breaks: 30 minutes after 6 hours Working Time and 45 minutes for over 9 hours Working

Time. It is important to note that EU Drivers Hours breaks and rest periods still apply.

**How we calculate your average Working Time:**

We will calculate your average Working Time over a 26-week fixed calendar reference period. The reference period we will use begins at midnight on the 1st of March every year.

The second reference period begins at midnight on the 1st of September every year.

**Please delete clearly as appropriate.**

OPTION 1

I declare that: **I AM NOT** currently engaged in any work, other than for Diving Talent Ltd which needs to be included in the calculations of my Working Time under the RTWT Regulations; and I will keep Driving Talent Ltd informed in writing as to the details of Working Time undertaken for other employers or employment businesses on a weekly basis; and I will inform Driving Talent Ltd immediately if there are any changes to my situation which impacts on my Working Time.

OR

OPTION 2

I declare that: **I AM** currently engaged in other work in addition to my work for Driving Talent Ltd which needs to be included the calculations of my Working Time under the RTWT Regulations; and I will keep Driving Talent Ltd informed in writing as to the details of Working Time undertaken for other employers or employment businesses on a weekly basis; and I will inform Driving Talent Ltd immediately if there are any changes to my situation which impacts on my Working Time.

**WORKFORCE AGREEMENT:**

It is agreed that the Company and the Employees will adopt the flexibility permitted by the Regulations as set out below. This Agreement will remain in force for a period of 5 years when we will establish another workforce agreement:

We will calculate your average Working Time over a 26-week fixed calendar reference period. The reference period we will use begins at midnight on the 1st of March every year. The second reference period begins at midnight on the 1st of September every year.

Night Work: a night worker’s normal hours of work may exceed the limit of 10 hours in each 24-hour period.

Please tick to indicate your agreement Agree.

|  |  |  |  |
| --- | --- | --- | --- |
| Sign |  | Date |  |

**DVLA Declaration: Please sign only if you agree.**

I authorise to ask DVLA or check via the DVLA online service for my driver record information as and when they require, at a frequency they shall determine. I authorise and direct DVLA to disclose to the company or Driving Talent Ltd to obtain via the DVLA online service, all relevant information relating to my driver record from the computerised register of drivers maintained by DVLA. This includes personal details, driving entitlements, endorsement details, disqualifications, convictions, photo images and CPC details (where appropriate).

This authority will expire when I cease to drive in connection with the company and in any case three years from the date of my signature. I can also opt out of this arrangement by advising Driving Talent Ltd in writing and providing 4 weeks’ notice in advance.

Please sign ONLY if you agree.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sign |  | Date |  | OR I don’t agree Tick box |

**Candidate Declaration**

I confirm that the details on this application form are true and I have no criminal record other than that declared. You have my authority to seek references from past employers, and this information I have provided may be disclosed to third parties as appropriate. I understand that any PPE will be provided to me free of charge from the client and I further understand that if I damage such PPE (other than reasonable wear and tear), or I fail to return items provided at the end of my assignment, then Driving Talent Ltd may deduct costs of such equipment from my final wage. I understand that it is my responsibility to ensure that my timesheet is returned to the branch before 10am Monday following the week worked. If not, my wages may be delayed where applicable. I understand that any misrepresentation will invalidate my application and if assigned could lead to prosecution. I further acknowledge receipt of terms of engagement for temporary workers or Limited company contract.

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| --- | --- | --- | --- |
| Sign |  | Date |  |

**THIS AGREEMENT** is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BETWEEN:**

1. **Driving Talent Ltd** incorporated and registered in England and Wales with company number 10696382 whose registered office is at 70 Boston Road, Leicester, LE4 1AW (**“Employment Business”**); and
2. **Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (**“Temporary Worker”**).

**IT IS AGREED** as follows:

# INTERPRETATION

## In these terms of engagement, the following definitions apply:

* 1. **“Assignment”** means the temporary services to be carried out by the Temporary Worker for the Client as notified to the Temporary Worker from time to time;
  2. **“AWR 2010”** means the Agency Workers Regulations 2020;
  3. **“Business Day”** means a day other than Saturday, Sundays and any bank, public or statutory holiday;
  4. **“Client”** means the person, firm, partnership, or corporate body with any subsidiary (as defined in s1159 Companies Act 2006) or associated person, firm or corporate body to whom the temporary worker is introduced;
  5. **“Conduct Regulations 2003”** means the Conduct of Employment Agencies and Employment Business Regulations 2003 as amended;
  6. **“Confidential Information”** means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client, the Employment Business for the time being confidential to the Client, the Employment Business [and trade secrets including, without limitation, technical data and know‑how relating to the business of the Client or the Employment Business or any of its [or their] suppliers, customers, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation) and including (but not limited to) information that the Temporary Worker creates, develops, receives or obtains in connection with the Assignment, whether or not such information (if in anything other than oral form) is marked confidential;
  7. **“Other Qualifying Period Payment”** means any remuneration payable to the Temporary Worker (other than the Qualifying Period Rate of Pay), which is not excluded by virtue of regulation 6 of the AWR 2020, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Temporary Worker and are not linked to a financial participation scheme (as defined by the AWR 2020);
  8. **“Qualifying Period”** means 12 continuous calendar weeks, as defined in regulation 7 of the AWR 2020, subject always to regulations 8 and 9 of the AWR 2020;
  9. **“Qualifying Period Rate of Pay”** means the rate of pay that will be paid to the Temporary Worker on completion of the Qualifying Period, if this rate is higher than the Rate of Pay. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to any deductions that the Employment Business is required to make by law and to any deductions that the Temporary Worker has specifically agreed can be made;
  10. **“Rate of Pay”** means the rate of pay that will be paid to the Temporary Worker prior to completion of the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to any deductions that the Employment Business is required to make by law and to any deductions which the Temporary Worker has specifically agreed can be made;
  11. The minimum Rate of Pay the Employment Business expects to achieve for the Temporary Worker is National Minimum Wage.
  12. **“Relevant Period”** shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2020;
  13. **“Relevant Terms and Conditions”** means the relevant terms and conditions as defined in regulation 6 of the AWR 2020 that apply once the Temporary Worker has completed the Qualifying Period.
  14. **“Temporary Assignment Details Form”** means written confirmation of the detail of a particular Assignment to be given to the Temporary Worker on acceptance of that Assignment.
  15. **“Temporary Work Agency”** means shall have the meaning set out in regulation 4(1) of the AWR 2020;
  16. **“Temporary Worker”** means a worker Introduced and supplied by the Employment Business to the Client to provide services to the Client not as an employee of the Client, who is deemed to be an agency worker for the purposes of regulation 3 of the AWR 2020;
  17. **“WTR 2020”** means the Working Time Regulations 2020.

## A reference to a “company” shall include any company, corporation or other body corporate, wherever and however incorporated or established.

## Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

## Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

## A reference to a particular law or regulation is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re‑enactment and includes any subordinate legislation for the time being in force made under it.

# THE AGREEMENT

## These terms of engagement constitute a contract for services between the Employment Business and the Temporary Worker (together with the Temporary Assignment Details Form) for the supply of services to the Client and shall govern all Assignments undertaken by the Temporary Worker (including, for the avoidance of doubt, where the Temporary Worker undertakes an Assignment without having signed these terms). No contract shall exist between the Employment Business and the Temporary Worker between Assignments.

## For the purposes of the Conduct Regulations 2020, the Employment Business acts as an Employment Business in relation to the Introduction and supply of the Temporary Worker to the Client.

# ASSIGNMENTS

## The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to perform the type of work in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Employment Business is not obliged to offer an Assignment to the Temporary Worker and the Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business.

## The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available. The Temporary Worker agrees that suitability of an Assignment shall be determined solely by the Employment Business and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer Assignments of the type of work specified above or any other work.

## Prior to, or at the same time that the Employment Business makes an offer of an Assignment to the Temporary Worker he will be given the following Required Information, which will usually be set out in Temporary Assignment Details Form (“Required Information”):

### the identity of the Client, and if applicable the nature of its business;

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

### the position which the Client seeks to fill, including the type of work the Temporary Worker would be required to do, the location at which, and the hours during which, the Temporary Worker would be required to work;

### the Rate of Pay and any expenses payable by or to the Temporary Worker;

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

### the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or a professional body for the Temporary Worker to possess in order to work in the Assignment.

## Where the Required Information is not given in paper form or by electronic means, the Employment Business shall confirm it in writing or electronically as soon as possible and in any event no later than the end of the third Business Day following the day on which the Assignment was offered to the Temporary Worker.

## Unless the Temporary Worker requests otherwise, clause 3.3 will not apply where the Temporary Worker is being offered an Assignment by the Employment Business to work in the same position for a Client as one in which the Temporary Worker has previously been supplied within the previous five business days and the Required Information (with the exception of the date or likely duration of the Assignment) is the same as that already given to the Temporary Worker.

## Subject to clause 3.5 and clause 3.7, where the Assignment is intended to last for five consecutive Business Days or less and the Required Information has previously been given to the Temporary Worker and remains unchanged, the Employment Business shall provide written confirmation of the identity of the Client and the likely duration of the Assignment.

## Where the provisions of clause 3.6 have been met but the Assignment extends beyond the intended five consecutive Business Days, the Employment Business shall provide the remaining Required Information to the Temporary Worker in paper or electronic form within eight Business Days of the start of the Assignment or by the end of the Assignment, if sooner.

## If the Temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or completes the Qualifying Period during the relevant Assignment, the Temporary Worker will be informed of the Qualifying Period Rate of Pay if different from the Rate of Pay, together with the Other Qualifying Period Payments and the other Relevant Terms and Conditions to which the Temporary Worker is now entitled under the AWR 2020.

## If the Temporary Worker considers that they have not received the Relevant Terms and Conditions on completion of the Qualifying Period, the Temporary Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of their concerns. The Employment Business shall, within 28 days of receiving such request, provide the Temporary Worker with a written statement in response.

# TEMPORARY WORKER'S OBLIGATIONS

## The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business. If the Temporary Worker does accept an Assignment, the Temporary Worker shall:

### co‑operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;

### observe any relevant rules and regulations of the Client's organisation (including normal hours of work) of which the Temporary Worker has been informed or of which the Temporary Worker should be reasonably aware;

### co‑operate with the Employment Business in the completion and renewal of all mandatory check, including in relation to the Temporary Worker's right to work in the United Kingdom;

### take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the Assignment and comply with the health and safety policies of the Client;

### not engage in any conduct detrimental to the interests of the Employment Business or the Client;

### comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Assignment and applicable to the Client's business.

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

### inform the Employment Business of any calendar weeks whether before the date of commencement of the relevant Assignment or during the relevant Assignment in which the Temporary Worker has worked in the same or a similar role with the Client via any third party (including another Temporary Work Agency);

### provide the Employment Business with all the details of such work, including (without limitation) details of when, where and the period(s) during which such work was undertaken, the role performed and any other details requested by the Employment Business; and

### inform the Employment Business if before the date of the commencement of the relevant Assignment the Temporary Worker has:

#### completed two or more assignments with the Client;

#### completed at least one assignment with the Client and one or more assignments with a member of the Client's Group; or

#### worked in more than two roles during an assignment with the Client and on at least two occasions has worked in a role that was not the same role as the previous role.

## If the Temporary Worker is unable for any reason to attend work during the course of an Assignment, they should first inform the Employment Business at least one hour before their normal start time [to enable alternative arrangements to be made]. If this is not possible, the Temporary Worker should inform the Client and then the Employment Business as soon as possible.

## If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why they may not be suitable for an Assignment, they shall notify the Employment Business without delay.

# PAY

## Subject to the Temporary Worker submitting properly authorised time sheets in accordance with clause 6:

### the Employment Business shall pay the Rate of Pay to the Temporary Worker until the Temporary Worker completes the Qualifying Period. The Rate of Pay will be set out in the relevant Temporary Assignment Details Form for a particular Assignment.

### if the Temporary Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Temporary Worker:

#### the Qualifying Period Rate of Pay; and

#### the Other Qualifying Period Payments,

which will be notified to the Temporary Worker in writing.

## Subject to any applicable statutory entitlement and to clause 7 and clause 8, the Temporary Worker is not entitled to receive payment from the Employment Business or the Client for time not spent working on the Assignment, unless otherwise agreed.

# TIME SHEETS

## At the end of each week of an Assignment (or at the end of an Assignment if it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a completed time sheet indicating the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.

## Subject to clause 6.3, the Employment Business shall pay the Temporary Worker for all hours worked on a weekly basis regardless of whether the Employment Business has received payment from the Client for those hours.

## Where the Temporary Worker fails to submit a properly authorised time sheet, or the Client refuses to sign a timesheet for the hours worked, any payment due to the Temporary Worker may be delayed while the Employment Business investigates (in a timely fashion) what hours, if any, were worked by the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

## For the avoidance of doubt and for the purposes of the WTR 2020, the Temporary Worker's working time shall only consist of those periods during which they are carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises (with the exception of time spent travelling between two or more premises of the Client), lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

## The Temporary Worker acknowledges and accepts that it could be a criminal offence under the Fraud Act 2007 to falsify any time sheet, for example by claiming payment for hours that were not actually worked.

# ANNUAL LEAVE

## Subject to clause 7.2, the Temporary Worker is entitled to the equivalent of 5.6 weeks' paid holiday during each holiday year under the WTR’s. This includes all bank holiday entitlements and is calculated in accordance with and paid in proportion to the number of hours that the Temporary Worker has worked on an Assignment during the holiday year. The Employment Business' holiday year runs between 1st January and 31st December. If an Assignment starts or finishes part way through the holiday year, the Temporary Worker's holiday entitlement during that year shall be calculated on a pro‑rata basis.

## On completion of the Qualifying Period, the Temporary Worker may be entitled to paid and/or unpaid annual leave in addition to the Temporary Worker's entitlement under clause 7.1. In those circumstances, the Employment Business will inform the Temporary Worker in writing of any such entitlement.

## All entitlement to annual leave must be taken during the course of the holiday year in which it accrues and no untaken holiday can be carried forward to the next holiday year.

## At the end of each month or when the Temporary Worker wishes to take some or all of the paid leave to which the Temporary Worker is entitled, the Temporary Worker should notify the Employment Business in writing in advance of the dates of their intended absence. The amount of notice should be at least twice the length of the period of leave that the Temporary Worker wishes to take. In certain circumstances the Employment Business may give counter‑notice to the Temporary Worker to postpone or reduce the amount of leave that the he wishes to take and is such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that that has been requested. Public or bank holidays not worked will not be paid unless the Temporary Worker notifies the Employment Business that he wishes to take them as part of the Temporary Worker’s statutory annual entitlement.

## Subject to clause 7.2, in the course of any Assignment during the first holiday year, the Temporary Worker is entitled to request leave at the rate of one‑twelfth of the Temporary Worker's total holiday entitlement in each month of the holiday year.

## At the end of the Assignment the Temporary Worker shall be entitled to be paid in lieu of accrued but untaken holiday for the holiday year in which termination takes place.

## If the Temporary Worker has taken more holiday than their accrued entitlement at the end of the Assignment, the Employment Business shall be entitled to deduct the appropriate amount from any payments due to the Temporary Worker.

# SICKNESS ABSENCE

## If the Temporary Worker is absent from work for any reason, they must notify their Consultant of the reason for their absence as soon as possible but no later than 9am on the first day of absence.

## If the Temporary Worker satisfies the qualifying conditions laid down by law, they may be entitled to receive Statutory Sick Pay (“SSP”) at the prevailing rate in respect of any period of sickness or injury during the Assignment. The Temporary Worker will not be entitled to any other payments during such period.

# TERMINATION

## The Employment Business, the Client or the Temporary Worker may terminate the Assignment at any time without prior notice or liability.

## The Temporary Worker acknowledges that the continuation of an Assignment is subject to and dependent on the continuation of the agreement entered into between the Employment Business and the Client. If that agreement is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Temporary Worker, except for payment for work done up to the date of termination of the Assignment.

## Unless exceptional circumstances apply, the Temporary Worker's failure to inform the Client or the Employment Business of their inability to attend work as required by clause 4.3 will be treated as termination of the Assignment by the Temporary Worker.

## If the Temporary Worker is absent during the course of an Assignment and the Assignment has not otherwise been terminated, the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Temporary Worker was assigned is no longer available.

# CONFIDENTIALITY

## In order to protect the confidentiality and trade secrets of the Employment Business and the Client, the Temporary Worker agrees not at any time:

### whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of their duties), to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or the Employment Business; or

### to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Client or the Employment Business except when required to do so in the course of the Temporary Worker's duties under an Assignment, in which circumstances such copy abstract or summary would belong to the Client or the Employment Business, as appropriate.

## The restriction in clause 10.1 does not apply to:

### any use or disclosure authorised by the Client or the Employment Business or as required by law;

### any information which is already in, or comes into, the public domain otherwise than through the Temporary Worker's unauthorised disclosure; or

### the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

## At the end of each Assignment or on request, the Temporary Worker agrees to deliver up to the Client or the Employment Business (as directed) all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Client which are in its possession, including any data produced, maintained or stored on the Client's computer systems or other electronic equipment.

# DATA PROTECTION

1. The Employment Business will hold, process and share personal data with the Client (and any other intermediary involved in supplying the services of the Temporary Worker to the Client) including sensitive (special category) personal data, relating to you in accordance with our legal obligations.

# WARRANTIES AND INDEMNITIES

1. The Temporary Worker warrants that:

## the information supplied to the Employment Business in any application documents is correct;

## the Temporary Worker has the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or by any professional body for the Temporary Worker to possess in order to perform the Assignment;

## the Temporary Worker is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling the Temporary Worker's obligations under this agreement; and

## the Temporary Worker has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this agreement and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the Assignment.

# NOTICES

1. All notices which are required to be given in accordance with these terms of engagement shall be in writing and may be delivered personally or by first classed prepaid post to the registered office, or last known address of the party upon whom the notice is to be served, or 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 it is sent.

# CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

## A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted.

## The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

# GOVERNING LAW AND JURISDICTION

1. This agreement and any dispute or claim arising out of or in connection with it is subject to the laws of England and Wales.

**SIGNED** by the Temporary Worker Print Name

………………………………………………… ………………………………………………..

Date

……………………………………………….

**BANK DETAILS FORM**

**Essential Information**

The following information should be provided at your earliest possible convenience it is essential to enable ourselves to setup your personal / pay files on our systems.

**1. Bank Details**

**ACCOUNT HOLDERS NAME (IN CAPITALS)**

|  |
| --- |
|  |

**BANK / BUILDING SOCIETY NAME**

**ONLY NEEDS TO BE COMPLETED IF YOU HAVE A BUILDING SOCIETY SAVINGS ACCOUNT**

|  |
| --- |
|  |

**SORT CODE**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | \_ |  |  | \_ |  |  |

**ACCOUNT NUMBER**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |

**BUILDING SOCIETY ROLL NUMBER – FOR SAVING ACCOUNTS ONLY**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |  |

**2. Payment of wages into another persons account**

**Should you not have your own bank account and would like your wage paid into another persons account we need you to sign the declaration below stating you agree your wages can be paid into their account.**

**3. Tax Details**

Please provide parts 2 and 3 of any P45 supplied by you previous employer, if you do not have a P45, please complete (on both sides) and return the enclosed P46 form. Students should complete and return the enclosed P38 form.

I AUTHORISE MY WAGE TO BE PAID INTO THE ABOVE ACCOUNT

Print Name:- ……………………………………………

Signed:- …………………………………

Date:……………………………………………..

|  |  |  |
| --- | --- | --- |
| **Health Questionnaire** | | |
| Name: | Name and family doctor | |
|  |  | |
| Tel No. |  |

**It is imperative that all questions are answered honestly**

Do you currently or have you previously suffered from any of the following, please tick the box and add details, where applicable on reverse of the form.

|  |  |  |  |
| --- | --- | --- | --- |
| Do you have any physical or mental impairment that could be classed as a disability under the Equality Act 2010? | | | |
| Surgical operation |  | Other Skin disease |  |
| Serious injury or fracture |  | Sever or frequent headaches |  |
| Rheumatic fever |  | Faints or blackouts |  |
| Heart trouble |  | Epilepsy |  |
| Bad circulation |  | Varicose veins |  |
| High blood pressure |  | Backache or pain |  |
| Pneumonia or bronchitis |  | Neck ache or pain |  |
| Asthma |  | Wrist ache or pain |  |
| Hay fever |  | Arthritis |  |
| Allergies |  | Rheumatism |  |
| Tuberculosis |  | Joint or muscle troubles |  |
| Other chest illness |  | Contact lens reaction Hearing or ear problems |  |
| Severe or frequent chest pains |  | Jaundice |  |
| Stomach troubles |  | Depression or nervous illness |  |
| Hernia |  | Industrial disease or injury |  |
| Kidney or bladder trouble |  | Eye abnormality/colour blindness |  |
| Diabetes |  | Any other illness |  |
| Dermatitis |  | Learning difficulties |  |

|  |  |
| --- | --- |
| Do you require any adjustments to be made to the workplace? |  |

***Please note:*** *the above questions is asked to enable us to assess what adjustments, if any, are necessary to ensure compliance with Health & Safety requirements and our obligation under the Disability Discrimination Act to make “reasonable adjustments” to enable a disabled person to carry out the job.*

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| When were you last away from work due to illness or injury? | | | | | | |  | | | | | |
| What was the reason? | |  | | | | | | | | | | |
| How long was you absent? | | |  | | | | | | | | | |
| How many days have you lost in the past 2 years due to illness or injury? | | | | | | | | | | |  | |
| Do you have to take 1 or 2 days off regularly each month? | | | | | |  | | | | | | |
| If YES, what is the reason? | | | |  | | | | | | | | |
| Have you ever had to change your job because of your health? | | | | | | | |  | | | | |
| If, YES, please give details | | | |  | | | | | | | | |
| How many times have you consulted your doctor in the past 2 years? | | | | | | | | |  | | | |
| Are you under any form of treatment or medical supervision at present? | | | | | | | | | |  | | |
| If YES, please give details | | |  | | | | | | | | | |
| Have you ever worked on a rotating shift basis? | | | | | Yes | | | No | | |
| Did this shift pattern include night duty? | | | | | Yes | | | No | | |
| Did you ever experience problems (medical) associated with working night duties? | | | | | | | | | | | |  |
| If YES, please give details | | | |  | | | | | | | | |
| Do you smoke? |  | | | | | | | | | | | |

**Please give details as requested overleaf below**

|  |  |
| --- | --- |
| Date: | Details: |
|  |  |

I am willing to undergo a medical examination if required and I declare that the information I have given on this form is correct to the best of my knowledge. I agree that the Employers doctor may consult my own doctor about any of the information given on this form. Any false, incomplete or misleading statements may lead to dismissal.

**Data protection**

Driving Talent Ltd will collect and process personal data relating to its candidates in line with Data Protection Acts of 1984 and 1998 and General Data Protection Regulation (Regulation (EU) 2016/679). The organisation is committed to being transparent about how it collects and uses that data and how it meets its data protection obligations. Details of how personal data is collected and managed is contained within the Driving Talent Ltd Privacy notice which is available on request. I hereby give my consent to Driving Talent Ltd processing the data supplied for the purpose of complying with health and safety requirements and our obligations under the Disability Discrimination Act.

|  |  |  |  |
| --- | --- | --- | --- |
| Sign: |  | Date: |  |



**Agreement To Opt Out Of 48 Hour Working Week (18 years+)**

Dear Colleague

**Working Time Regulations 1998 – 48-Hour Opt Out Letter**

Under the Working Time Regulations 1998 a worker’s average weekly working time (including overtime) calculated over a rolling 17 week period must not exceed 48 hours.

The Regulations provide that this limit will not apply where a worker has agreed with his Employer, in writing, that it should not apply in his case.

I am therefore asking you to agree to opt out to enable you to decide on your own hours of work.

You may withdraw your agreement by giving the Company three months advance notice in writing. Please confirm your agreement by signing where indicated on the section below.

Yours sincerely

For and on behalf of Driving Talent Ltd Limited, 70 Boston Road, Leicester, LE4 1AW

**Name**

**Title**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I agree that the limit specified in Regulation 4 (1) of the Working Time Regulations 1998 shall not apply in my case.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: (please print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

****

**Monitoring Equal Opportunities & Diversity**

Driving Talent Ltd operates a diversity policy. To help us monitor the effectiveness of this policy you are requested to complete this form and return it with your application form. This monitoring form will be detached from your application form and will be kept separately from the information to be used in the selection process.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Position Applied for\* | Driving | Industrial | Commercial | Other |

*\*Delete as appropriate*

|  |  |
| --- | --- |
| Date of application |  |

Please select the box below which best describes the category which you belong:

1. **Ethnic Category** The following categories are based on those used in 2001 census as recommended by the CRE. Please note the ethnic questions are not about nationality, place of birth or citizenship. UK citizens can belong to any of the ethnic categories listed.

|  |  |  |  |
| --- | --- | --- | --- |
| a) | **White** |  | Any other White background – please write below |
| British |  |  |
| Other European |  |
| b) | **Mixed** |  | Any other Mixed background – please write below |
| White and Black Caribbean |  |  |
| White and Black African |  |
| White and Asian |  |
| c) | **Asian or Asian British** |  | Any other Asian background – please write below |
| Asian or Asian British Indian |  |  |
| Asian or Asian British Pakistani |  |
| Asian or Asian British Bangladeshi |  |
| Indian |  |
| Pakistani |  |
| Bangladeshi |  |
| d) | **Black or Black British** |  | Any other Black background – please write below |
| Black British |  |  |
| Black Caribbean |  |
| Black African |  |
| e) | **Chinese or Chinese British** |  | Any other Chinese background – please write below |
| Chinese |  |  |
| Chinese British |  |
| f) | Any other ethnic background – please write below | | |

Driving Talent Ltd will collect and process personal data relating to its candidates in line with Data Protection Acts of 1984 and 1998 and General Data Protection Regulation (Regulation (EU) 2016/679). The organisation is committed to being transparent about how it collects and uses that data and how it meets its data protection obligations. Details of how personal data is collected and managed is contained in the Driving Talent Ltd Privacy Notice, which is available on request. I hereby give Driving Talent Ltd my consent to processing the data supplied in this questionnaire for the purpose of monitoring the diversity of its temporary workforce.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 2) | | **Gender** | | | | | | |
| Male | | | | Female | | |
| 3) | | **Disability:** Please state if you have any long-term physical or mental condition that affects your ability to carry out day-to-day activities. (Advice can be obtained from the Disability Rights Commission 0845 7622 633) | | | | | | | | |
| Yes | | No | | |
| 4) | **Age:** Please state your age and date of birth | | | | | | | | | | |
| Age | |  | | Date of Birth | | |  | |
| 5) | | **Religion:** Please state your religion: | | | | | | | | | |
|  | | | | | | | | | |