

REGISTRATION FORM

PLEASE COMPLETE FORM IN CAPITAL LETTERS

Title: MR MRS MISS MS

SURNAME:

FORENAME(S):

ADDRESS:

POSTAL CODE:

TELEPHONE NUMBER:

MOBILE NUMBER:

DATE OF BIRTH:

NATIONALITY:

GENDER: Male Female DO YOU HAVE A CRIMINAL RECORD: YES NO:

If yes please note offence:

Date of offence:

CONTACT NAME AND NUMBER IN EMERGENCY:

DO YOU HOLD ANY OTHER LICENCES i.e. Forklift *(If so please state)*

BANK DETAILS

Please tick the appropriate box below:

A). I am registered as an Ltd company and will be invoicing Fish Recruitment

*Please supply a copy of your certificate of incorporation and complete section (D) with your companies bank details. May we also remind you that your companies bank account **MUST** be in your registered companies' name.*

B). I am registered with a company such as Nova etc...

Please complete the following:

COMPANY	REF NO

C). I am a PAYE applicant

*Please complete section (D). May we also remind you that the bank account details **MUST** be in your name as it is now illegal to pay into anyone elses.*

D).

Name:

Address: (Applicant Address)

Postcode:

National Insurance Number:

Bank / Building Society:

Bank Address if known:

Postcode:

Name of Account Holder:

Account Number:

Sort Code:

Date	Signature

Medical History.

Please tick the relevant boxes and if you have answered yes to any of the questions below the please give details.

Do you have or have suffered from any of the following in the last twelve months?

		TICK		TICK	If yes please give details
Fainting	YES		NO		
Fits or blackouts	YES		NO		
Giddiness	YES		NO		
Mental Illness	YES		NO		
Recurring Headaches	YES		NO		
Ear Trouble or Deafness	YES		NO		
Recurring Chest Disease	YES		NO		
Asthma	YES		NO		
Hay Fever	YES		NO		
Heart Trouble	YES		NO		
High Blood Pressure	YES		NO		
Back trouble	YES		NO		
Varicose Vein Trouble	YES		NO		
Other muscle or Joint Trouble	YES		NO		
Skin Trouble	YES		NO		
Diabetes	YES		NO		
Stomach Trouble	YES		NO		
Bowel Trouble	YES		NO		
Allergies	YES		NO		
Do you wear glasses	YES		NO		
Do you wear contact lenses	YES		NO		
Do you smoke	YES		NO		



Any other information relevant to your medical history:

.....

.....

.....



Previous Employment details

Details below may be used for references only

Company Name	
Dates	
Company Address	
Company Tel	
Company Referee	
Salary	
Reason for leaving	

Company Name	
Dates	
Company Address	
Company Tel	
Company Referee	
Salary	
Reason for leaving	

Company Name	
Dates	
Company Address	
Company Tel	
Company Referee	
Salary	
Reason for leaving	

I hereby give permission to be licence checked with the DVLA and also to reference checked at any of the previous employers that I have stated above or supplied in a c.v.

Print Name full name

Signature

Date



PROTECTION POLICY

Fish Recruitment Ltd likes to be able to supply their clients with high calibre staff, in order to do this we must recruit staff and believe them to be honest, reliable keen and able. Therefore, our clients should feel safe in knowledge that the agency supplying them runs and polices their driver's hours etc to a high legal standard. With this in mind Fish Recruitment Ltd practice ongoing strict monitoring of professional standards and legal criteria.

We have put together below our "Protection Policy" to benefit you as the "Work Seeker" us as the "Employment Business" and our client the "Hirer"

This means that Fish Recruitment Ltd has before supplying a worker made checks to ensure that you are aware of the legal requirements and must always adhere to them within this sector.

We understand that legislation, rules and regulations are regularly changing and this is why we have stipulated this "Protection Policy" so that there is no doubt in Fish Recruitment's and our client's mind that you the "Work Seeker" will take the necessary steps advised below if not already known. (There is a phone and internet provided in Fish Recruitment's office for all drivers to use to retrieve information below if not already known at all times)

Please complete the following:

Drivers Name	
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Do you understand your legal obligations in relation to Drivers Hours and Tachograph regulations?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Will you be seeking this information through the links provided below if not already known?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Will you inform Fish Recruitment of any changes to your licence immediately?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Please find below links to sites where you will find all relevant information if not already known:

VOSA

Telephone Number: (0300) 123 9000

www.vosa.gov.uk/vosacorp/publications/leafletsandposters/drivershoursandtachographleaflets.htm

FREIGHT TRANSPORT ASSOCIATION

Telephone Number: (08717) 11 22 22

www.fta.co.uk/information/drivers-hours

www.fta.co.uk/information/working-time

I have read all of the above and I fully understand all that is required before I commence driving for Fish Recruitment Ltd. I am not committing any breaches of the Driver Hours and Tachograph regulations.

Driver Name		Signed		Date		Time	
Witnessed By		Signed		Date		Time	



CONTRACT FOR SERVICES FOR TEMPORARY WORKERS (TERMS OF ENGAGEMENT)

1. DEFINITIONS

1.1. In these Terms of Engagement the following definitions apply: –

“Assignment”	means the period during which the Temporary Worker is supplied to render services to the Client;
“Client”	means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985;
“Employment Business”	means Fish Recruitment Ltd of 9, North Street, Rugby Warwickshire. CV21 2AB
“Temporary Worker”	means.....

1.2. Unless the context otherwise requires, references to the singular include the plural.

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

2. THE CONTRACT

2.1. These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

2.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from the Temporary Worker's remuneration in accordance with clause 4.1.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are approved by the employment business in writing.

3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a..... with a minimum rate of
to our client.....

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that the suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category.

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

3.4 All work undertaken by the work-seeker will be paid by the employment business whether or not it is paid by the hirer in respect of the work undertaken.

4. REMUNERATION

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £..... The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.

4.2 Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

5 STATUTORY LEAVE

- 5.1 For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences *on the date that the Temporary Worker starts an Assignment or a series of Assignments*.
- 5.2 Under the Working Time Regulations 1998, the Temporary Worker is entitled to 4.8 weeks' (24 days) paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year however, if a Temporary Worker is either a Limited Company or a Contractor then this does not apply and any leave taken will be unpaid leave.
- 5.3 Where a Temporary Worker wishes to take paid 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 leave that s/he 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 Temporary Worker wishes to take and in 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 has been requested.
- 5.4 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary 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 Temporary Worker has worked on Assignment. The Temporary Worker agrees that payment in respect of the entitlement to paid leave shall be made together with and in addition to the Temporary Worker's hourly rate. Payments for annual leave will be calculated on the basis of rates paid during the Client's normal working hours i.e. those which do not attract overtime rates of pay.
- 5.5 In the course of any Assignment during the first leave 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 leave year.
- 5.6 Where a Bank holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, the public holiday shall count as part of the Temporary Worker's paid annual leave entitlement.
- 5.7 Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.4 above
- 5.8 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

6 SICKNESS ABSENCE

- 6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 6.2 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.

7 TIME SHEETS

- 7.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a time sheet 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 Client.
- 7.2 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

8 CONDUCT OF ASSIGNMENTS

- 8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if s/he does so, during every Assignment and afterwards where appropriate, s/he will: –
 - a) Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
 - b) Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
 - c) 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 Client;

- d) Not engage in any conduct detrimental to the interests of the Client;
 - e) 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 Client's or the Employment Business' employees, business affairs, transactions or finances.
- 8.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment or shift.

9 TERMINATION

- 9.1 The Employment Business or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.
- 9.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability.
- 9.3 If the Temporary Worker does not inform the Client or the Employment Business [in accordance with clause 8.2] should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 8.2.
- 9.4 If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above the employment business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.
- 9.5 If the Temporary Worker does not report to the Employment Business to notify his/her availability for work for a period of three weeks, the Employment Business will forward his/her P45 to his/her last known address.

10 LAW

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

Signed by the Temporary Worker

Date _____

OPT OUT NOTIFICATION

[Notice for use by limited company contractors wishing to opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003¹]

There is provision in the Conduct Regulations 2003 for companies and those workers whose services they supply, to opt out of the Conduct Regulations 2003. If you, the Contractor, and the Individual to be supplied to do the work wish to opt out, please read this form carefully. You are also recommended to take independent legal advice.

Date:**Parties:** (1) *[Name of Limited Company]* of *[address]* (the "Contractor")(2) *[Name of individual supplied to do the work]* of *[address]* (the "Individual")

1. This Opt Out Notification is supplement to the agreement ("the Agreement") between [the Employment Agency/ Business] and the Contractor. The terms used in this notification shall have the same meaning as those defined in the Agreement.
2. The Contractor and the Individual acknowledge that it is their intention that the provisions of the Conduct of Employment Agencies & Employment Businesses Regulations 2003 (the "Conduct Regulations 2003") do not apply to ["the Assignment with {specify name of client}"] [*or to] any [*future] assignment agreed between the parties.
3. The Parties have freely entered into this Opt Out notification.
4. Further that the Individual is free to withdraw from this Opt Out notification at any time by giving not less than one week 's written notice to the Employment Agency. However, where notice is given during an Assignment it will not take effect until the Individual stops working in the Assignment.

We the undersigned have read, understand and agree to be bound by the terms of this Opt Out Agreement. In particular, we understand that by signing this Opt Out Agreement we are agreeing that the provisions of the Conduct Regulations 2003 shall not apply.

Signed _____

Signed _____

For and on behalf of the Contractor

The Individual

Dated _____

Dated _____

[Note: It is a requirement of the Conduct Regulations that this opt out agreement is entered into before the Individual is supplied. This opt-out cannot be used where the Individual, who is or would be supplied by the Contractor to carry out the work, would be working with or attending persons under the age or 18 years or those who are vulnerable by reason or age, infirmity or any other reason. There is no legal requirement that the opt-out must be in writing or signed by both the Contractor and the Individual who is or would be supplied. However, we would recommend that it is so as to establish that such consent has been given.]

¹ In accordance with Regulation 32 (9)

48 HOUR OPT OUT AGREEMENT

(For use with Terms of Engagement of Temporary Workers)

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:-

“Assignment”	means the period during which the Worker is engaged to render services to the Client;
“Client”	means the person, firm or corporate body engaging the services of the Worker;
“Employment Business”	means Fish Recruitment Ltd of 9, North Street, Rugby, Warwickshire. CV21 2AB
“Temporary Worker”	means.....
“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

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

3. CONSENT

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

4. WITHDRAWAL OF CONSENT

4.1. The Temporary Worker may end this Agreement by giving the Employment Business 2 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 Temporary Worker of an Assignment with a Client.

4.3. Upon the expiry of the notice period set out in clause 4.1 the Working Week limit shall apply with immediate effect.

5. THE LAW

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



Fish Recruitment Ltd, 9 North Street, Rugby, Warwickshire, CV21 2AB
Telephone: (01788) 577155 Facsimile: (01788) 577151
e-mail: enquiries@fishrecruitment.com Website: www.fishrecruitment.com

Signed by the Temporary Worker

Date _____



Registered Office: Fish Recruitment Ltd, 9 North Street, Rugby, Warwickshire, CV21 2AB
Company Registration No. 5386344 VAT No. 860 3162 47

