

**NEW CANDIDATE REGISTRATION PACK**  
**All Licenced Vehicles LTD Company ONLY**

Which consultant are you here to see? \_\_\_\_\_ Date \_\_\_\_\_

What position have you applied for? \_\_\_\_\_

First Name _____	Surname _____
National Insurance Number _____	D.O. B ____/____/____
Home Address _____	
_____ Post Code _____	
Mobile Number _____	Email _____

**Data Protection Consent Form**

I hereby consent to information relating to me being processed by SureCall Recruitment Services Ltd in order that it may properly carry out its duties, rights and obligations. I understand that such processing will principally be for personnel, administrative, recruitment and payroll purposes. I confirm that I consent to my payslips being sent to me electronically.

I understand that information about me shall include information of a sensitive personal nature including information concerning:

- My physical or mental health or condition.
- Any proceedings for any offence committed or alleged to have been committed by me, the disposal of such proceedings or the sentence of any court in such proceedings.

I also understand that the term 'processing' includes the obtaining, recording or holding of information or data or carrying out any operation or set of operations on the information or data, including organising, altering, retrieving, consulting, using, disclosing, combining, 3<sup>rd</sup> party audit or destroying the information or data.

I confirm that I have read and understood this explanation of the processing of data relating to the Company and that I consent to the processing of such data.

I consent for the Company to contact me for recruitment purposes including the provision of information for related products such as CPC training courses via:

Email

SMS (Text Messaging)

Phone

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## Confidential Medical Questionnaire

### Next of Kin Details- EMERGENCY CONTACT details

Name: \_\_\_\_\_

Tel No: \_\_\_\_\_

Name of GP/Surgery: \_\_\_\_\_

Tel of GP/Surgery: \_\_\_\_\_

### Occupational History

Has your Employment ever been terminated on the grounds of ill health? YES/NO

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

Approximately how many days sickness absence did you have in the last twelve months \_\_\_\_\_

### Medical History

Have you ever suffered from any physical conditions which will affect your ability to undertake heavy lifting or manual labour? YES/NO

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

Do you have a history of, or ever suffered from the following? (Please only tick those that apply)

Heart		Arthritis		Heart Surgery		Pacemaker	
Rheumatic Fever		Kidney Problems		Liver Disease		Chest Problems	
Migraine		Asthma		Diabetes		Anaemia	
Hepatitis		HIV		Epilepsy		High/Low BP	
Mental Breakdown		Head Injuries		Depression		Phobias	
Giddiness		Thyroid		Allergies		Other	

For any of the above that apply please give details

below: \_\_\_\_\_

Are you under the care of a doctor at present? YES/NO

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

Are you currently taking any medication? YES/NO

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

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

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

Name: \_\_\_\_\_ Position Sought: \_\_\_\_\_

N.I. Number

*If this number is not filled in, your application will be automatically rejected (a "TN" number is not acceptable)*

**Important Note**

*An offer of employment will not be considered unless you produce one of the following documents showing your N.I Number A P45, a payslip, a P60 or a N.I. Card. Please bring one of these to the interview.*

**1. Personal Details**

Mr  Mrs  Ms  Miss  Surname: \_\_\_\_\_ First name(s): \_\_\_\_\_

Address No.: \_\_\_\_\_ Street: \_\_\_\_\_

Town: \_\_\_\_\_ Postcode: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Marital status: \_\_\_\_\_ No. of children: \_\_\_\_\_ Nationality: \_\_\_\_\_

Contact No.: \_\_\_\_\_ Email: \_\_\_\_\_

**2. Employment History**

**Employer One (Present or last employer)**

Company Name: \_\_\_\_\_ Name of superior: \_\_\_\_\_

Address No.: \_\_\_\_\_ Street: \_\_\_\_\_ Town: \_\_\_\_\_

Postcode: \_\_\_\_\_ Tel No: \_\_\_\_\_ Job Title: \_\_\_\_\_

Period Employed from: \_\_\_\_\_ to \_\_\_\_\_ Gross salary on leaving £ \_\_\_\_\_

Reason for leaving: Own accord  Redundant  Dismissed

Main Duties: \_\_\_\_\_

Explain any gaps between date of termination of above employment and date of this application.

May we apply for your current employer for references? Yes  No

**Employer Two (Last but one employer)**

Company Name: \_\_\_\_\_ Name of superior: \_\_\_\_\_

Address No.: \_\_\_\_\_ Street: \_\_\_\_\_ Town: \_\_\_\_\_

Postcode: \_\_\_\_\_ Tel No: \_\_\_\_\_ Job Title: \_\_\_\_\_

Period Employed from: \_\_\_\_\_ to \_\_\_\_\_ Gross salary on leaving £ \_\_\_\_\_

Reason for leaving: Own accord  Redundant  Dismissed

Main Duties: \_\_\_\_\_

Explain any gaps between date of termination of above employment and commencing with **Employer one.**

**3. Personal references**

Give details of two persons, other than family members who have known you well for at least three years and who can be approached by us.

Names (1): \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Known for \_\_\_\_\_ years

**4. Permission to work in the UK**

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

In line with Home Office 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 Surecall for temporary work.

**5. Rates of Pay**

The hourly rates of pay will be paid to the Limited Company for the services of the Contractor by the Employment Business. Rates of pay will always be above the minimum wage. The hourly rate payable will depend on the type of vehicle the Contractor drives and whether it is week day or weekend. The hourly rates of pay are as follows: 3.5 Tonne and warehouse will be paid at £7.83 - £9 per hour, 7.5 Tonne will be paid at £8 - £10 per hour, Class 2 will be paid at £10 - £16 per hour, Class 1 will be paid at £10 - £18 per hour.

If for whatever reason the rates for a specific assignment differ from those above the Employment Business will inform the Contractor in writing prior to the commencement of the assignment.

**6. Criminal Convictions**

Do you have any unspent\* criminal convictions?      Yes       No

If yes, state convictions and dates: \_\_\_\_\_

\*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 Surecall, 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.**

**7. Health and Disability**

Do you have any health issues or a disability relevant to the position or role you seek?

Yes       No

If yes, please specify: \_\_\_\_\_

**Declaration**

I \_\_\_\_\_ Certify that to the best of my knowledge, the information I have given is complete and correct and I understand that any misrepresentation of facts herein is ground for immediate dismissal and renders me liable for prosecution.

Furthermore I hereby authorise the company to approach any former employers to verify the information provided by me and if required, I will supply a statutory declaration.

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Workforce Agreement

### Recitals

1. SureCall Recruitment Services Ltd are in the business of Driver Recruitment.
2. The Working Time Road Transport Regulations that came into force 5<sup>th</sup> April 2005 and effects the manner in which mobile workers and the company together conduct the operation.
3. Sure Call Recruitment Services Ltd the representative of the workforce in a workforce agreement have agreed on behalf of the workforce to adopt the flexibility provided by the regulations in respect of both the Night Work Limit and reference periods for calculating the 48-hour average weekly working time.

### Provisions

#### **1. Definitions**

'the locations' shall mean

'the regulations' shall mean the Road Transport Working Time Regulations 2005.

'the mobile workers' shall mean night workers as defined by the regulations and all mobile workers employed by

#### **2. Scope of Agreement**

This agreement is made pursuant to regulation 9(2) (extend night work limit) and 4(3) (set fixed calendar reference periods) and 4(4) (extend reference periods to a maximum of 26 weeks).

#### **3. Term of the Agreement**

This agreement shall remain in force for a period of 5 years effective from the date above.

#### **4. Operative Provision**

##### **4.1 Agreement**

The parties acknowledge and agree that the regulations will impact upon the manner in which the operation is conducted. The parties believe that it is in the benefit of both the Company and the Driver for certain of the provisions of the regulations to be extended or modified.

##### **4.2 Night Work Limit**

The worker will work beyond the 10-hour night work limit stated in the regulations but only to the extent where this would not be in breach of the regulation or EU Drivers Hours Regulations 561/2006.

##### **4.3 Reference Period**

**4.3.1** For the purpose of calculating the 48-hour average the reference period shall be successive 26-week periods.

**4.3.2** The first day of a 26-week reference period will begin at 00.00 hours on Monday.

The reference periods that will apply to mobile workers will be

Dates from and to in all outlined reference periods will be on a fixed **26-week basis** starting from 21/10/2019

This pattern of fixed calendar reference periods will continue until this workforce agreement expires.

#### **5. Avoidance of doubt**

For the avoidance of doubt, the parties acknowledge and agree that save as specifically set out above, the provisions of the regulations shall be in full force and effect.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## **Working Time Directive - 48 Hour Opt Out Agreement**

The law states that you can't work more than 48 hours a week on average - normally averaged over 17 weeks or 26-week reference period

This law is sometimes called the 'working time directive' or 'working time regulations'. You can choose to work more by opting out of the 48-hour week. If you wish to opt out, please complete the below form.

### 1. DEFINITIONS

1.1 In this Agreement the following definitions apply:

- "Agency Worker" means name of agency temporary worker.
- "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 The Recruitment Agency you are registering with.
- "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 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 week 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

### 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 Agency

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## **Drugs, Alcohol & Conduct Declaration**

This declaration is in addition to the end clients existing Health & Safety policy. It states the standards expected for a driver's physical condition & makes it clear that alcohol & drug abuse in any form will not be tolerated.

**Conduct:** Staff, (however they may be engaged), must at all times be civil & polite to customers, visitors, other staff & management & are to be in a sober & coherent condition to undertake their duties at all times.

**Sobriety:** The company reserves & applies the right to demand that all staff attend work in a suitably fit mental & physical condition & will be capable of carrying out their given duties in a safe & responsible manner, any driver attending work that is or deemed to be still under the influence of drink or drugs will be dismissed from site immediately.

**Drug abuse:** As it is not possible for the company to give expert medical opinion on as to whether or not a worker may be suffering the effects of drugs or alcohol it must be accepted by the driver that the company will make an informed estimate of the condition of a driver by his physical actions & behaviours & if found to be "the worse for wear" either by alcohol or drug abuse he will be dismissed from site immediately.

A successful civil prosecution for driving or operating a vehicle while under the influence will lead to a financial penalty for drink or drug related offences, you would then face a vocational licence inquiry in front of the Traffic Commissioner & if you were found to be of "ill repute" because of the severity of the offences & fines from the civil case you would almost certainly be penalised further by an additional penalty of suspension, curtailment or revocation of your vocational licence, the usual outcome of these cases is a minimum additional 6 month ban from driving but if the offences were of a more serious nature the licence could be suspended for an indefinite period or even revoked completely.

With regulation & legislation the way it is in the UK/EU we hope you understand why we must be seen to be taking steps to ensure you are aware of the law, its interpretations & consequences & why we must ask you to sign this declaration to say you understand your responsibilities both legally & contractually. It is equally imperative you are aware that some contracts may require random drug and alcohol testing.

By signing this document, you are stating that you have read & understood the company's policy with regard to the responsibilities involved in driving large goods or passenger vehicles & are aware of & understand your legal responsibilities toward your physical condition whilst driving & working

I have read this document & understand why I am being asked to sign. I agree to do so freely:

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## Driver Declaration

### EU rules on drivers' hours – Commercial Vehicles over 3.5 Tonnes

The EU rules set limits for the number of hours you can drive. They also set out minimum requirements for breaks from driving, and daily and weekly rest periods.

The EU rules (Regulation (EC) 561/2006) apply to drivers of vehicles used for the carriage of goods where the maximum permissible weight of the vehicle, including any trailer or semi-trailer, exceeds 3.5 tonnes and where the vehicle is used within the UK or between the UK and other EU and EEA countries and Switzerland.

The current limits on drivers' hours as specified by the EU rules are summarised in the following table.

Breaks from driving	A break of no less than 45 minutes must be taken after no more than 4.5 hours of driving. The break can be divided into two periods- the first at least 15 minutes long and the second at least 30 minutes – taken over the 4.5 hours
Daily driving	Maximum of 9 hours, extendable to 10 hours no more than twice a week
Weekly driving	Maximum of 56 hours
Two- weekly driving	Maximum of 90 hours in any two- week period
Daily rest	Minimum of 11 hours, which can be reduced to a minimum of 9 hours no more than three times between weekly rests. May be taken in two periods the first at least 3 hours long and the second at least 9 hours long. The rest must be completed within 24 hours of the end of the last daily or weekly rest period
Multi- manning daily rest	A 9-hour daily rest must be taken within a period of 30 hours that starts from the end of the daily or weekly rest period. For the first hour of multi- manning, the presence of another driver is optional, but for the remaining time it is compulsory.
Ferry/ train daily rest	A regular daily rest period (of at least 11 hours) may be interrupted no more than twice by another activities of not more than 1 hours duration in total, provided that the driver is accompanying a vehicle that is travelling by ferry or train and has access to a bunk or couchette.
Weekly rest	A regular weekly rest of at least 45 hours, or a reduced weekly rest of at least 24 hours, must be started no later than the end of six consecutive 24-hour periods from the end of the last weekly rest. In any two consecutive weeks a driver must have at least two weekly rests – one of which must be at least 45 hours long. A weekly rest that falls across two weeks must be counted in either week but not in both.

**Surecall Recruitment Services Ltd** requires all their contracted drivers to fully understand and comply with legislation in accordance with the EU rules (Regulation (EC) 561/2006) and the Road Transport (Working Time) Regulations 2005. We are liable for any breaches of the regulations committed by our drivers.

I hereby agree and confirm that I am not connected with, engage in, or concerned with any other business or public office which may or might interfere with the performance as a driver, or be in conflict with the best interests of **Surecall Recruitment Services Ltd** without prior written agreement. Failure to comply with this provision may contravene regulations and may result in dismissal on the grounds of gross misconduct and persecution by the relevant enforcing authority. I hereby undertake to inform Surecall Recruitment Service Ltd of all hours worked for another employer and will declared to ensure compliance with the current limits in accordance with the EU rules (Regulation (EC) 561/2006) and the Road Transport (Working Time) Regulations 2005.

As a commercial driver I agree to operate and maintain my Tachograph, to completely record all my activities, in line with current legislation. I hereby confirm and understand the EU rules (Regulations (EC) 561/2006) and the Road Transport (Working Times) Regulations 2005 and comply with the working hour rules and limits stated therein.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_



## **DVLA Licence Declaration**

We need conduct regular DVLA checks on your driving licence to ascertain your continued eligibility to drive trucks for our clients. New legislation state that you do not need to carry your counterpart driving licence, so no proof/visibility is carried with you for checking purposes by our clients.

In order to carry out the check we therefore request that you sign this statement.

On request, you can retain a copy for your own records.

If you have any questions regarding the above, please do not hesitate to contact me.

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I consent to the company processing data relating to me for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to me, including, as appropriate:

(a) Information about my physical or mental health or condition in order to monitor and take decisions as to my fitness for work

(b) My racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;

(C) In order to comply with legal requirements and obligation to third parties

(D) In order to comply with our legal requirement and obligations in respect of insurance on our vehicles and legal rights to drive.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Bank Details - Important Information**

**Limited Business Account Details**

<b>Name of Limited Company</b>	
<b>LTD Company Registration Number</b>	
<b>Name of Bank</b>	
<b>Sort Code</b>	
<b>Account Number</b>	
<b>Do you have a VAT Certificate?</b>	<b>YES / NO</b>
<b>Your VAT Number</b>	

**Have you supplied proof of your Business Account? YES / NO**

**Personal Account Details**

<b>Name of the Bank</b>	
<b>Name on Your Account</b>	
<b>Sort Code</b>	
<b>Account Number</b>	

**Have you supplied proof of your Personal Account? YES / NO**

**IMPORTANT NOTICE REGARDING YOUR PENSION**

**When you register you are automatically enrolled in a government mandated pension scheme. If you prefer to OPT-OUT please email Crystal on: [admin@crystaltrust.uk](mailto:admin@crystaltrust.uk) to request an OPT-OUT Form which you then need to email them directly**

## Self-Billing Agreement

This is an agreement to a self-billing procedure between:

**Company Name:** \_\_\_\_\_

and

**Supplier name: DU Outsourcing Limited**

The self-biller (the customer) agrees:

1. To issue self-billed invoices for all supplies made to them by the self-billee (the supplier).
2. To complete self-billed invoices showing the supplier's name, address and VAT registration number, together with all the other details which constitute a full VAT invoice.
3. To make a new self-billing agreement in the event that their VAT registration number changes.
4. to inform the supplier if the issue of self-billed invoices will be outsourced to a third party.

**The self-billee agrees:**

1. To accept invoices raised by the self-biller on their behalf until notified otherwise in writing.
2. Not to raise sales invoices for the transactions covered by this agreement.
3. To notify the customer immediately if they
  - change their VAT registration number
  - cease to be VAT registered
  - sell their business or part of their business

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## Drivers' Negligence Insurance for Ltd Drivers (DNI)

To ensure that you are adequately covered for all major and minor accidents - fault and non-fault, as well as minor knocks like wing mirrors, bumpers, side steps, scrapes, Anderson leads, dropped trailers etc, a £10 per week DNI fee will be deducted from your pay slip.

The fee will not however cover you for other traffic related offences, fines or PCNs associated with parking, speeding, congestion charges etc. If you receive a PCN you will be responsible for the payment of any fines as a result.

If you would like to opt out of the agency DNI fee, you can provide us with your own Company policy for Drivers Negligence with this registration.

You will then be liable and responsible for any excess and costs related to incidents or damage you may cause.

**TO OPT IN** for the agency DNI cover please tick here

**TO OPT OUT** and provide your own DNI Cover tick here

Please note that not having any form of DNI will prevent us from placing you in to work.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

# **Contract for Services for Limited Company Workers (Outside IR35 & opt out of Conduct Regulations)**

## **Contents:**

The Parties

Recitals

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2. The Agreement
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## **THE PARTIES**

(1)

**Agency Worker Print Name:** \_\_\_\_\_

(**"the Limited Company Worker"**)

(2) Surecall Recruitment Services Limited (**"the Employment Business"**)

## **RECITALS**

- (A) The Limited Company Worker carries on the business of the provision of Limited Company Worker services and has agreed to provide the services specified by the Employment Business / Agency.
- (B) The Employment Business has requested the Limited Company Worker and the Limited Company Worker has agreed with the Employment Business, to provide the Limited Company Worker Services to the Client on the terms and subject to the terms of this Agreement.

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

<b>“Assignment”</b>	means the Limited Company Worker Services to be performed by the Limited Company Worker Staff for the Client for a period of time during which the Limited Company Worker is supplied by the Employment Business to provide the Limited Company Worker Services to the Client;
<b>“AWR”</b>	means the Agency Workers Regulations 2010
<b>“Client”</b>	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) requiring the services of the Limited Company Worker and identified in the attached Schedule;
<b>“Companies Acts”</b>	means the Companies Acts 1985, 1989 and 2006;
<b>“Conduct Regulations”</b>	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
<b>“Confidential Information”</b>	shall mean any and all confidential, commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or the Employment Business or their business or affairs (including but not limited to this Agreement, 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 Limited Company Worker or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;
<b>“Limited Company Worker Fees”</b>	means the fees payable to the Limited Company Worker for the provision of the Limited Company Worker Services as set out in the Schedule. For the avoidance of doubt, the Limited Company Worker Fees include the agreed fees for the Limited Company Worker Services, any expenses or disbursements authorised by the Client and VAT charged at the applicable rate;
<b>“Limited Company Worker Staff”</b>	means such of the Limited Company Worker’s employees, workers, officers or representatives provided to perform the Limited Company Worker Services (and, save where otherwise indicated, includes any officer, employee, worker or representative of any third party to whom the provision of the Limited Company Worker Services is assigned or sub-contracted with the prior approval of the Client);
<b>“Data Protection Laws”</b>	means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
<b>“IR35 Legislation”</b>	means Chapter 8 of Part 2 of ITEPA and the Social Security Contributions (Intermediaries) Regulations 2000
<b>“ITEPA”</b>	means the Income Tax (Earnings and Pensions) Act 2003;
<b>“Losses”</b>	means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands; and "Loss" shall be construed accordingly;



<b>“MSC Legislation”</b>	means section Chapter 9 of Part 2 of ITEPA;
<b>“NICs Legislation”</b>	means the Social Security (Categorisation of Earners) Regulations 1978
<b>“Public Authority”</b>	means (a) as defined in the Freedom of Information Act 2000 and (b) as further defined in Section 61L ITEPA;
<b>“Reporting Requirements”</b>	means the requirements of the Income Tax (Pay as you Earn) (Amendment No. 2) Regulations 2015;
<b>“Specified Intermediary”</b>	means the party required to submit the report to HMRC in compliance with the Reporting Requirements; and
<b>“Transparency Regulations”</b>	means the Modern Slavery Act 2015 (Transparency in Supply Chains) Regulations 2015.

- 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 this Agreement 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 this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

## 2. THE AGREEMENT

- 2.1. This Agreement together with the additional documents in the candidate registration pack (**“the Agreement”**) constitutes the entire agreement between the Employment Business and the Limited Company Worker for the supply of the Limited Company Worker Services to the Client and governs the Assignment undertaken by the Limited Company Worker with the Client. This Agreement shall prevail over any other terms put forward by the Limited Company Worker.
- 2.2. For the avoidance of doubt this Agreement shall not be construed as a contract of employment between any Limited Company Worker Staff supplied to provide the Limited Company Worker Services and either the Employment Business or the Client and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Limited Company Worker.
- 2.3. No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the Employment Business and the Limited Company Worker and set out in writing and a copy of the varied Agreement is given to the Limited Company Worker stating the date on or after which such varied Agreement shall apply.
- 2.4. The Schedule shall specify the Client, the Limited Company Worker Fees payable by the Employment Business and such expenses as may be agreed, any notice period and any other information relevant to the Assignment.

## 3. RELATIONSHIP BETWEEN THE EMPLOYMENT BUSINESS AND THE LIMITED COMPANY WORKER AND BETWEEN THE CLIENT AND THE LIMITED COMPANY WORKER

- 3.1. The Employment Business is not obliged to offer Assignments to the Limited Company Worker and the Limited Company Worker is not obliged to accept any Assignment. Both parties acknowledge that there is no intention to create mutuality of obligation during any Assignment or between Assignments.
- 3.2. The Limited Company Worker acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Limited Company Worker Staff (including but not limited to matters

of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Limited Company Worker Services are provided) shall fall upon and be discharged wholly and exclusively by the Limited Company Worker.

- 3.3. Nothing in this Agreement shall render any member of the Limited Company Worker Staff an employee or worker of either the Employment Business or the Client. The Limited Company Worker shall ensure that none of the Limited Company Worker Staff holds themselves out as an employee or worker of either the Employment Business or the Client. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the Limited Company Worker Staff are an employee or worker of the Employment Business or the Client, the Limited Company Worker shall upon demand indemnify the Employment Business and/or the Client and keep them indemnified in respect of any such liability or obligation and any related Losses which the Employment Business shall incur.
- 3.4. The Limited Company Worker acknowledges that no member of the Limited Company Worker Staff is an agency worker as defined under the AWR and that the AWR do not apply in relation to this Agreement or any Assignment under this Agreement. The Limited Company Worker shall indemnify and keep indemnified the Employment Business (or, as the case may be, the Client) against any Losses the Employment Business (or the Client) may suffer or incur as a result of any claim made by or on behalf of any member of the Limited Company Worker Staff under the AWR.
- 3.5. The Limited Company Worker shall provide the Limited Company Worker Services and subject to the prior written approval of the Client (which will not be unreasonably withheld or delayed) shall be entitled to assign or sub-contract the performance of the Limited Company Worker Services, provided that the Employment Business and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Limited Company Worker Services to the required standard and that the terms of any such assignment or sub-contract contain the same acknowledgements under and obligations imposed by this Agreement.
- 3.6. Save as otherwise stated in this Agreement, the Limited Company Worker shall be entitled to supply its services to any third party during the term of this Agreement provided that this in no way compromises or is to the detriment of the supply of its services to the Client or amounts to a breach of this Agreement or breaches Working Time Directive, Tacho Laws or an Health & Safety Regulations.
- 3.7. Neither the Limited Company Worker nor the Limited Company Worker Staff work under (or subject to the right of) supervision, direction or control by any person as to the manner in which they provide the Limited Company Worker Services. Accordingly, the Limited Company Worker shall be permitted to determine how it will provide the Limited Company Worker Services and, subject to complying with any reasonable operational requirements of the Client, will have the flexibility to determine the number of hours required to provide, and the times during which it will provide, the Limited Company Worker Services. The Limited Company Worker will be at liberty to determine the location at which the Limited Company Worker Services will be provided, but where the Limited Company Worker Services are undertaken at the Client's site, the Limited Company Worker will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to that site.

#### **4. WARRANTIES PROVIDED BY THE LIMITED COMPANY WORKER**

- 4.1. The Limited Company Worker warrants to the Employment Business that:
  - 4.1.1. by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party;
  - 4.1.2. the Limited Company Worker Staff have the necessary skills and qualifications to perform the Limited Company Worker Services;
  - 4.1.3. the Limited Company Worker and the Limited Company Worker Staff providing the Limited Company Worker Services have agreed to opt out of the Conduct Regulations and have signed an agreement to that effect and as such understand that none of the Conduct Regulations apply to this Assignment. Further the Limited Company Worker warrants that it will only supply staff to perform the Limited Company Worker Services who have opted out of the Conduct Regulations and further that any person to whom the performance of the Limited Company Worker Services are assigned or sub-contracted has opted out of the Conduct Regulations;

- 4.1.4. the Limited Company Worker is a personal service company but that it is not a “managed service company” as defined in either section 61B or section 339A of ITEPA and that it is compliant in all respects with ITEPA (including specifically both the IR35 Legislation and the MSC Legislation) and the NICs Legislation;
  - 4.1.5. the Limited Company Worker is incorporated in the UK and that all directors are resident in the UK for tax purposes;
  - 4.1.6. the Limited Company Worker will pay the Limited Company Worker Staff only into a nominated UK bank account in the Limited Company Worker’s name;
  - 4.1.7. all information the Limited Company Worker provides to the Employment Business in order to comply with the Reporting Requirements and clauses 5.1.12 and 5.1.15 is complete and accurate;
  - 4.1.8. the Limited Company Worker and the Limited Company Worker Staff will comply with the Data Protection Laws.
- 4.2. The Limited Company Worker shall procure that the Limited Company Worker Staff, any sub-contractor or assignee performing the Limited Company Worker Services warrant that they are not and do not operate as “managed service companies” as defined in section 61B and section 339A of ITEPA but that they are personal service companies which are compliant in all respects with ITEPA (including specifically the IR35 Legislation and the MSC Legislation) and the NICs legislation.
- 4.3. Further to clause 3.7, the Limited Company Worker warrants that the Limited Company Worker Staff do not work under (or are not subject to the right of) supervision, direction or control of any person as to the manner in which they provide the Limited Company Worker Services. The Limited Company Worker further warrants that it shall advise the Employment Business in writing immediately that the Limited Company Worker Staff work under (or are subject to the right of) supervision, direction or control of any person.

## 5. THE LIMITED COMPANY WORKER’S OBLIGATIONS

- 5.1. The Limited Company Worker agrees on its own part and on behalf of the Limited Company Worker Staff as follows:
- 5.1.1. to observe any relevant rules and regulations of the Client’s establishment or the premises where the Limited Company Worker Services are being performed to which attention has been drawn or which the Limited Company Worker might reasonably be expected to ascertain, including but not limited to those relating to health and safety to the extent that they are reasonably applicable to the Limited Company Worker and the Limited Company Worker Staff;
  - 5.1.2. to take all reasonable steps to safeguard its own safety, the safety of the Limited Company Worker Staff and the safety of any other person who may be affected by the actions of the Limited Company Worker Staff whilst on the Assignment;
  - 5.1.3. to comply with the Data Protection Laws in respect of any personal data which the Limited Company Worker is granted access to for the purpose of or by reason of the performance of the Limited Company Worker Services;
  - 5.1.4. not at any time to divulge to any person, nor use for its 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;
  - 5.1.5. not to engage in any conduct detrimental to the interests of the Employment Business and/or the Client which includes any conduct which could bring the Employment Business and/or the Client into disrepute and/or which results in the loss of custom or business for the Employment Business and/or the Client;
  - 5.1.6. not to commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business’s or the Client’s staff;

- 5.1.7. not to sub-contract or assign to any third party any of the Limited Company Worker Services which it is required to perform under the Assignment except in accordance with clause 3.5;
  - 5.1.8. to provide the Client and/or the Employment Business with any progress reports as may be requested from time to time;
  - 5.1.9. to notify the Employment Business forthwith in writing if it should become insolvent or if any of the circumstances set out in clauses **Error! Reference source not found.** to **Error! Reference source not found.** apply;
  - 5.1.10. to confirm in writing whether or not the Limited Company Worker Staff have a material interest (as defined in section 51 ITEPA) in the Limited Company Worker. A “material interest” includes holding more than 5% of the shares of the Limited Company Worker;
  - 5.1.11. to comply with all relevant legal obligations, including but not limited to ITEPA, the NICs Legislation, VAT legislation (if registered) and the Companies Acts and all statutory obligations;
  - 5.1.12. to provide the Employment Business with all such information it may require to comply with (a) the Reporting Requirements where it is the Specified Intermediary or (b) any contractual obligations the Employment Business has to provide information to the Specified Intermediary (where it is a party other than the Employment Business) to enable the Specified Intermediary to comply with its Reporting Requirements;
  - 5.1.13. to provide the Employment Business on request, with any information required to comply with Transparency Regulations;
  - 5.1.14. to notify the Employment Business in writing immediately if it becomes subject to a HMRC investigation or compliance activity including but not limited to any of ITEPA, the NICs legislation or VAT legislation;
  - 5.1.15. to update the Employment Business promptly where any of the information required under clause 5.1.12 to 5.1.14 changes; and
  - 5.1.16. to provide at its own cost, subject to any agreement to the contrary specified in the Schedule all such necessary equipment as is reasonable for the adequate performance by the Limited Company Worker Staff of the Limited Company Worker Services.
- 5.2. If the Limited Company Worker is unable for any reason to provide the Limited Company Worker Services during the course of the Assignment, the Limited Company Worker should inform the Employment Business as soon as is reasonably practicable but in any event, no later than 24 hours prior to the start time.
- 5.3. If, either before or during the course of an Assignment, the Limited Company Worker becomes aware of any reason why it or the Limited Company Worker Staff may not be suitable for an Assignment, the Limited Company Worker shall notify the Employment Business without delay.
- 5.4. The Limited Company Worker acknowledges that any breach of its obligations set out in this clause may cause the Employment Business to suffer Loss and that the Employment Business reserves the right to recover such Losses from the Limited Company Worker by way of set off or deduction from any sums owed by the Employment Business to the Limited Company Worker.

## 6. THE EMPLOYMENT BUSINESS'S OBLIGATIONS

- 6.1. Throughout the term of this Agreement the Employment Business will:
  - 6.1.1. pay the Limited Company Worker the agreed Limited Company Worker Fees in respect of the provision of the Limited Company Worker Services in accordance with clause 8 below, subject to any right of set off or deduction in clause 5.4 and the Schedule Titled Deductions;

- 6.1.2. provide the Limited Company Worker with the information set out in the Schedule in order for the Limited Company Worker to arrange for the provision of the Limited Company Worker Services; and
- 6.1.3. advise the Limited Company Worker of any health and safety information or advice which it receives from the Client which may affect the Limited Company Worker Staff during the Assignment.

## **7. INVOICING**

- 7.1. Upon completion of the Assignment, or as may be agreed, at the end of each week of the Assignment the Limited Company Worker shall deliver to the Employment Business its invoice and timesheet for the Limited Company Worker Fees due from the Employment Business to the Limited Company Worker giving a detailed breakdown showing the work performed.
- 7.2. The Limited Company Worker shall obtain a signed timesheet, the signature of an authorised representative of the Client as verification of execution of the provision of the Limited Company Worker Service for each of its invoices.
- 7.3. The Limited Company Worker's invoice and signed timesheet must be received by the Employment Business by no later than 9am on Monday following the week to which it relates. The Limited Company Worker's invoice should bear the Limited Company Worker's name, the name of the Limited Company Worker Staff who provided the Limited Company Worker Services to which the invoice relates, the Limited Company Worker's company registration number and VAT number and should state any VAT due on the invoiced sum (if VAT Registered).
- 7.4. The Employment Business shall not be obliged to pay any fees to the Limited Company Worker unless an invoice has been properly submitted by the Limited Company Worker in accordance with this clause 7 and until the Client has verified the execution of the Assignment.

## **8. LIMITED COMPANY WORKER FEES**

- 8.1. The Employment Business will pay the Limited Company Worker the Limited Company Worker Fees within 7-14 days of receipt of the Limited Company Worker's signed timesheet and invoice.
  - 8.1.1. the satisfactory performance of the Services;
  - 8.1.2. the Limited Company Worker's compliance with this Agreement;
  - 8.1.3. the Employment Business's receipt of the Limited Company Worker's invoice in accordance with clause 7 above.
- 8.2. The Limited Company Worker shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Limited Company Worker Staff for the Assignment
- 8.3. The Employment Business will pay the Limited Company Worker Fees to the Limited Company Worker and not to any third party or member of the Limited Company Worker Staff, any sub-contractor or assignee. The Employment Business will pay the Limited Company Worker Fees into a UK business bank account only.
- 8.4. The Employment Business shall not be obliged to pay the Limited Company Worker for any periods during which the Limited Company Worker Services are not provided, whether this is due to the Limited Company Worker being unable to provide the Limited Company Worker Services or where the Client does not require the Limited Company Worker Services or otherwise in respect of holidays, illness or absence of the Limited Company Worker Staff.
- 8.5. The Limited Company Worker shall bear the cost of any training which the Limited Company Worker Staff may require in order to perform the Limited Company Worker Services.

## **9. TERM AND TERMINATION**

- 9.1. This Agreement shall commence on the date set out in the Schedule and shall continue until completion of the Limited Company Worker Services to the reasonable satisfaction of the Client at which time this Agreement shall



expire automatically unless previously terminated by either the Employment Business or the Limited Company Worker giving the other party the period of notice specified in the attached Schedule.

- 9.2. Notwithstanding clauses 9.1 and 9.3 of this Agreement, the Employment Business may without notice and without liability instruct the Limited Company Worker to cease work on the Assignment at any time.
- 9.3. The Limited Company Worker acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Limited Company Worker.
- 9.4. Failure by the Limited Company Worker to give full and proper notice of termination as required in the Schedule attached shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Limited Company Worker for any resulting Losses suffered by the Employment Business.

## 10. INTELLECTUAL PROPERTY RIGHTS

The Limited Company Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Limited Company Worker Services, by the Limited Company Worker, the Limited Company Worker Staff and/or any third party to whom the Contract is assigned or sub-contracted, for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Limited Company Worker and set out in the Schedule. Accordingly the Limited Company Worker shall (and shall procure that any relevant member of the Limited Company Worker Staff 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 the Client's rights pursuant to this clause.

## 11. CONFIDENTIALITY

- 11.1. In order to protect the confidentiality and trade secrets of the Client and/or the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Limited Company Worker agrees on its own part and on behalf of its Limited Company Worker Staff as follows:
  - 11.1.1. not at any time whether during or after the Assignment (unless expressly so authorised by the Client 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 Confidential Information of the Client or the Employment Business with the exception of information already in the public domain;
  - 11.1.2. to deliver up to the Client or the Employment Business (as directed) at the end of the Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Limited Company Worker Staff during the course of the Assignment;
  - 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 Client except when required to do so in the course of its duties under the Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

## 12. RESTRICTION

The Limited Company Worker shall not and shall procure that the Limited Company Worker Staff shall not during the Assignment or for a period of 6 months following the termination of the Assignment supply the services of the Limited Company Worker Staff directly, or through any other person, firm or company, to any Client for whom it has carried out the Assignment at any time during the previous 6 months [save in the case of supply through an Employment Business or recruitment Limited Company Worker with whom the Limited Company Worker was also registered at the date of commencement of the Assignment.

## 13. CONTRACT MONITORING AND AUDITS

- 13.1. The Employment Business reserves the right to audit the Limited Company Worker on an ad hoc basis to ensure compliance with this Agreement and all statutory requirements in relation to all Limited Company Worker Staff supplied to provide the Limited Company Worker Services including but not limited to ITEPA and the NICs legislation. The Employment Business will give the Limited Company Worker 7 days' notice of such audit.
- 13.2. To assist the Employment Business in its audit the Limited Company Worker will:
  - 13.2.1. maintain such records as are necessary to comply with this Agreement and all statutory requirements in relation to all Limited Company Worker Staff supplied to provide the Limited Company Worker Services, and will provide copies of the same to the Employment Business on request;
  - 13.2.2. provide the Employment Business with access to its premises and all records relating to all Limited Company Worker Staff supplied to provide the Limited Company Worker Services.
- 13.3. If having conducted an audit, the Employment Business requires the Limited Company Worker to take any action the Limited Company Worker shall take such action within the time period specified by the Employment Business. If the

Limited Company Worker fails to take such action or to rectify the matter to the Employment Business's satisfaction, the Employment Business can terminate this Agreement in accordance with clause 9.

#### **14. LIABILITY**

14.1. The Limited Company Worker shall:

- 14.1.1. be liable for any and all Losses or injury to any party resulting from the deliberate and/or negligent acts or omissions of the Limited Company Worker or Limited Company Worker Staff during an Assignment, or for the acts or omissions of any assignee or sub-contractor to whom the Limited Company Worker assigns or sub-contracts the performance of the Limited Company Worker Services, during an Assignment;
- 14.1.2. obtain adequate employer's liability Insurance, public liability insurance, professional indemnity insurance and any other suitable policies of insurance in respect of the Limited Company Worker and the Limited Company Worker Staff. The Limited Company Worker shall maintain such insurances for the duration of the Assignment and following termination of the Assignment for the period specified. The Limited Company Worker shall make a copy of the policy available to the Employment Business upon request;
- 14.1.3. be liable for any defects arising in relation to the Limited Company Worker Services and shall rectify at its own cost such defects as may be capable of remedy within a reasonable period from notification of such defects by either the Employment Business or the Client; and
- 14.1.4. for any breaches of the Data Protection Laws by the Limited Company Worker or the Limited Company Worker Staff.

#### **15. INDEMNITY**

- 16.1. Save to the extent any such Losses result solely from any act or omission of the Employment Business or the Client, the Limited Company Worker shall indemnify and keep indemnified the Employment Business against any Losses suffered or incurred by the Employment Business by reason of any proceedings, claims or demands by any third party;
  - 16.1.1 (including specifically, but without limitation, HM Revenue and Customs and any successor, equivalent or related body pursuant to the IR35 Legislation and/or any of the provisions of ITEPA or the NICs Legislation (and/or any supporting or consequential secondary legislation relating thereto)); or
  - 16.1.2 arising out of any non-compliance with, and/ or as a result of any breach of this Agreement or the Data Protection Laws by either the Limited Company Worker or the Limited Company Worker Staff.

#### **16. SEVERABILITY**

If any of the provisions of this Agreement 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.

**17. NOTICES**

All notices which are required to be given in accordance with this Agreement 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, 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.

**18. DISCLAIMER**

The Employment Business makes no representation, nor does it accept any responsibility for ensuring that the terms of this Agreement are an accurate reflection of the relationship between the Client and the Limited Company Worker. Furthermore, the Employment Business accepts no liability to indemnify the Limited Company Worker for any Losses incurred by the Limited Company Worker whether by reason of tax or other statutory or contractual liability to any third party arising from the Assignment.

**19. THIRD PARTY RIGHTS**

19.1. Save as set out in clause 19.2, none of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties (other than permitted assignees who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

19.2. The Client shall be entitled to rely on and enforce the provisions of clause 3.4 and the indemnities given by the Limited Company Worker in favour of the Client, notwithstanding that the Client is not a party to this Agreement.

**20. GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of England & Wales/ Scotland/Northern Ireland and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales/Scotland/Northern Ireland.

Signature

Signature

**For and on behalf of the Agency Worker**

**For and on behalf of SureCall Recruitment**

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**CONDUCT REGULATIONS OPT OUT NOTICE – LIMITED COMPANY CONTRACTORS ONLY**

**Parties:**

(1) **Agency Worker**

and

(2) **Surecall Recruitment**

1. This Opt Out Notification is supplemental to the agreement (“the **Agreement**”) between Surecall Recruitment Services Limited and the Consultancy. The terms used in this notification shall have the same meaning as those defined in the Agreement.
2. The Consultancy and the Consultancy Staff acknowledge that it is their intention that the provisions of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the “**Conduct Regulations**”) do not apply [to any [future] assignment agreed between the Parties.
3. The Parties have freely entered into this Opt Out notification.
4. Further that the Consultancy and the Consultancy Staff are free to withdraw from this Opt Out notification at any time by giving not less than one week’s written notice to Surecall Recruitment Services Limited. However, where notice is given during an Assignment it will not take effect until the Individual stops working in that Assignment and commences a new assignment.

**We the undersigned have read, understand and agree to be bound by the terms of this Opt Out notification. In particular, we understand that by signing this Opt Out notification we are agreeing that the provisions of the Conduct Regulations shall not apply to any future assignment agreed between the Parties.**

Signature

**For and on behalf of the Agency Worker**

Print Name\_\_\_\_\_

Date \_\_\_\_\_

Signature

**For and on behalf of SureCall Recruitment**

Print Name\_\_\_\_\_

Date\_\_\_\_\_

## Internal Office Use Only

### REFERENCE REQUEST

**Company Name:**

**Managers Name & Position:**

**Applicants Name:**

**Date:**

Employment Dates

Employed As

Reason for Leaving

	Good	Average	Poor
Time Keeping	.....	.....	.....
Attendance Record	.....	.....	.....
Communication Skills	.....	.....	.....
Honesty	.....	.....	.....
Driving Ability	.....	.....	.....
Reliability	.....	.....	.....
Accident Record	.....	.....	.....

Would you re-employ?

If not, why?

Additional Comments:

**Agency Details**

Name -

Position -

Date -



# Internal Office Use Only

## REFERENCE REQUEST

**Company Name:**

**Managers Name & Position:**

**Applicants Name:**

**Date:**

Employment Dates

Employed As

Reason for Leaving

	Good	Average	Poor
Time Keeping	.....	.....	.....
Attendance Record	.....	.....	.....
Communication Skills	.....	.....	.....
Honesty	.....	.....	.....
Driving Ability	.....	.....	.....
Reliability	.....	.....	.....
Accident Record	.....	.....	.....

Would you re-employ?

If not, why?

Additional Comments:

**Agency Details**

Name -

Position -

Date -

**Internal Office Use Only**

**Drivers Interview**

Full time or Part time? \_\_\_\_\_ When are you available for work? \_\_\_\_\_

Can you drive a manual HGV vehicle? \_\_\_\_\_ Can you do heavy lifting? \_\_\_\_\_

Describe your driving and delivery experience. Provide details relating to companies, routes, number of drops, etc. \_\_\_\_\_

Describe a time when you made a mistake in your duties. How did you rectify it? \_\_\_\_\_

A client is being difficult to deal with. How do you manage the situation? \_\_\_\_\_

What would you do to ensure that all orders are complete and delivered on time? \_\_\_\_\_

What would you do if you got into an accident whilst driving for us? \_\_\_\_\_

What would you do if you discovered that a colleague was stealing products? \_\_\_\_\_

How would you travel to and from work? \_\_\_\_\_ Please tick below the driver's flexibility

- Days                       Nights                       Flexible                       Early Start Time

Additional Notes \_\_\_\_\_

**After reviewing the questionnaire, my assessment is that the candidate:**

- can work nights                       cannot work nights                       requires a medical examination to assess whether he can work nights

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

## **Internal Office Use Only**

### **Registration Pack Checklist**

#### **Candidate Forms**

- Data Protection Consent Form
- Medical Form with Emergency Contact Details
- Application Form (both sides)
- Workforce Agreement
- Working Time Directive - 48 hrs opt out form
- Drugs, Alcohol & Conduct Declaration
- EU Rules on driver's hours – Commercial Vehicles over 3.5 Tonnes
- DVLA Licence Declaration
- Bank Details
- Self-Billing Agreement
- DNI Form
- Test & Score \_\_\_\_\_
- Candidate interviewed by \_\_\_\_\_

#### **Candidate Documents**

- Passport &/or EU ID Card (for all UK/EU Passport Holders)
- ILR Visa (for all Non-UK/EU Passport Holders)
- Driving Licence (Both Sides)
- Driver Qualification Card (Both Sides)
- Driver Card
- Proof of Address
- Proof of National Insurance Number
- Certificate of Incorporation
- VAT Certificate (if applicable)
- Proof of Business Bank Account
- Proof of own DNI (if applicable)
- Counter Sign
- References
- DVLA Check

#### **The Candidate's Communication skills are:**

- Excellent
- Good
- Average
- Poor

**CONSULTANT** --- I verify that all documents have been provided and forms have been signed and completed.

**Print Name** \_\_\_\_\_ **Signature** \_\_\_\_\_

**PAYROLL** ---I confirm that this pack has been scanned and added to IQX

**Print Name** \_\_\_\_\_ **Signature** \_\_\_\_\_