**ADS Recruitment Ltd.** 107 East Street Southampton Hampshire

SO14 3HH Tel. 023 8063 0077 Fax 023 8033 7877

www.adsrecruitment.co.uk

**TEMPORARY WORKER PERSONALINFORMATION**

**Please, complete in BLOCK CAPITALS**

*ADS Recruitment Ltd. is committed to service the needs of the Catering and Industrial markets. Please, take care in completing this form to the best of your ability, making sure you complete all sections fully.*

**Date**

Would you like a: temporary

part time

 or permanent

 or full time



 position?

**Personal details**

NAME SURNAME

Date Of Birth Gender **Male** **Female**

Mobile no./Tel. no.

E-mail address

Address

Post code

Nationality NI no.

Do you need a Work Permit to work in UK? **Yes** **No**

Do you have a disability? **Yes** **No**

Please, give details

Marital status

English level **Mother tongue** **Fluent** **Good** **Average** **Poor** **No English**

The command of any foreign language /other than English/

*1*

**Availability**

*Please, indicate the maximum hour you can work each week*

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

**Employment History**

*Please include experience from abroad if necessary*

From To Company Job title Reason for leaving Contact name/ tel. no.

**References**

*Please, indicate two referees who might be able to tell us more about you. One of those should ideally be your most recent employer or head teacher/ tutor. The other should be someone who knows you but not a friend or relative. Please note that references will not be taken up before interview. Please, do not enclose written references with this application form.*

Name

Relationship

Company

Address

Post code

Tel. No. / Email

Name

Relationship

Company

Address

Post code

Tel. No. / Email

**Origin**

ADS Recruitment Ltd. is committed to equal opportunity. Selection is based on the applicant’s suitability for the job. To help us monitor this please indicate your ethnic origin by ticking one of the boxes below.

African  Caribbean  Other European  specify Asian  UK or Irish  Other  specify

**Education**

Are you a student? **Yes** **No**

When you are due to be back at the University?

*2*

*Please, indicate your current and/ or most recent areas of studies including education from abroad if necessary.*

From To School Subject Examinations

**Criminal Records**

Do you have any criminal offences/ any prosecutions pending? **Yes** **No**

Give details, please

**Person to contact in an emergency**

Name

Relation

Home no.

Mobile

**Transport**

Do you have a current Driving License?

**Yes** **No**

ADS or/and ADS clients will provide all necessary PPE free of charge

**Other**

Have you previously worked for ADS Recruitment Ltd.?

**Yes** **No**

Give details, please

Thank you for completing this form. We wish you well with your application. Before signing it, please be sure to read through carefully what you have written and check that you have filled in all sections. Your signature will be taken as: 1/ acknowledgment that all the information you have provided is complete, correct and not misleading. 2/ your understanding that any offer of employment is subject to the receipt of satisfactory references and your permission for us to approach your referees and previous employees to obtain references. 3/ your application for ADS Recruitment Ltd. to contact relevant authorities should we need to check any other information concerning your application to join us.

Signature Date

*3*

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**Please, do not fill out the section below (for ADS use only)**

**Assessment (circle the right answer; give details if necessary)**

Interviewer’s name Mike Kasia Rohan Kris

Appearance

Clean appearance Yes No

Clean clothing Yes No

Piercing Yes No

Fake nails Yes No

Other Yes No

English level

Understanding 0 1 2 3 4 5

Speaking 0 1 2 3 4 5

Suitability

Suitable for food industry? Yes No

Production Operative Machine Operator Fork Lift Driver Warehouse Operative Other

Driver Recycling Operative Cleaner Dairy Operative

\_

Comments:

Date Signature

*4*

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**DATA PROTECTION & GDPR COMPLIANCE FOR TEMPORARY WORKERS**

**Personal Information – ADS’ clients**

You have been supplied to one of ADS Recruitment Ltd. clients as a temporary worker. Your personnel file is held by ADS, and from time to time, at the request of our Client we may require certain limited information about you and in order to comply with our Client statutory or other obligations towards you, or for our clients own business purposes. If we need such information, we will ask for no more than necessary, and we will make sure that it is not disclosed within ADS any more than needed. The kind of information we may need could include: your address, national insurance number, contract of employment/engagement with the agency, recruitment test papers, criminals record, holiday days paid, 48 hour opt out agreement, medical record and date of birth.

**Professional information – Reference checks**

In order for ADS to provide the very best service, we need to prove the reliability and professional integrity of our workers. We, therefore, request that you give us permission to contact all previous employers for areference.

By signing below, you consent to the above.

Name in capitals

Signed

Date

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**WORKING TIME REGULATIONS AGREEMENT TO EXCLUDE MAXIMUM WORKING WEEK**

As a casual worker, you will have the opportunity to work hours which exceed the maximum allowed by the Working Time Regulations 1998, currently 48 hours per week.

Should you be prepared to work in excess of 48 hours in a week, you should indicate your willingness by signing the agreement below.

PLEASE NOTE that the 48 hours’ average in any week also includes work that you may do for another company.

\* \* \*

I agree that the Working Time Regulations 1998 shall not be applied to my work.

I understand that by signing this agreement I am confirming my willingness to work on average more than 48 hours per week although I may accept or decline the work offered to me.

Should at any time throughout my engagement I wish to withdraw from this agreement, I shall give one week’s notice in writing of my intention to do so.

Print name

Date of Birth

Signature

Date

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**TERMS OF ENGAGEMENT OF TEMPORARY WORKERS**

**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 any person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to which the services of the Temporary Worker may be supplied by the Employment Business from time totime;

**“Employment Business”** means ADS Recruitment Limited and/or any subsidiary or associated company, acting for the purposes of this agreement as an employment business (as defined in the Conduct of Employment Agencies and Employment Business Regulations 2003);

**“TemporaryWorker”** means

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.

**2** **THE CONTRACT**

2.1 Each Assignment provided to the Temporary Worker under these Terms

constitutes a contract for services between the Employment Business and the Temporary Worker. However, despite the existence of this agreement, no contractual relationship shall exist between the Employment Business and the Temporary Worker between any suchAssignments.

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

2.3 No variation or alteration of these Terms shall be valid unless approved by the Employment Business and the Temporary Worker in writing.

2.4 No fees are payable by the Temporary Worker under this agreement. **3** **ASSIGNMENTS**

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a:

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 suitability 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 opportunities to work in the above category or in any other category.

3.3 Nothing in this agreement binds the Temporary Worker to supply his services only via the Employment Business.

3.4 Prior to any Assignment being offered to the Temporary Worker, he must show to the reasonable satisfaction of the Employment Business (a) of his identity and his right to work lawfully in the UK; and (b) that he has the requisite skills, experience, training, qualifications and any authorisation by a professional body necessary to perform the role the Client wants.

3.5 The Employment Business is, by law, under an ongoing duty to inform the Client without delay and the supply of the Temporary Worker if it receives information which gives it reasonable grounds to believe that the Temporary Worker is unsuitable for the role assigned to him.

**4** **REMUNERATION**

4.1 The Employment Business shall pay to the Temporary Worker remuneration for his working time (as referred to in clause 6.2 below) calculated at a minimum hourly rate £ 10.42 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 Class 1 National Insurance Contributions and Income Tax pursuant to s.134 of the Income and Corporation Taxes Act 1988 and any other deductions which the Employment Business may be required by law to make. Where hours are worked in accordance with this agreement and any Assignment specific terms, then the Employment Business will pay that remuneration whether or not it in turn is paid by the Client for those hours.

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

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4.3 ADS undertake to pay the worker for any work carried out regardless of weather ADS has been paid by the client or not.

4.4 The worker is entitled to any statutory payments such as SSP, SMP and other benefits as required bylaw **5** **STATUTORY LEAVE**

5.1 For the purposes of calculating entitlement to leave under this clause, leave entitlement commences on the date that the Temporary Worker starts on Assignment. The leave year commences from 1st October and ends on 30th September.

5.2 Under the Working Time Regulations 1998, the Temporary Worker is entitled to 5.6 weeks paid leave per 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.

5.3 Entitlement to paid leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of the payment to which the Temporary Worker is entitled in respect of such leave is calculated in accordance with and in proportion to the number of hours which they work on Assignments. Payments for annual leave will be equal to the statutory minimum wage at the time of an Assignment. By way of example, the minimum wage for a worker aged 25 years and older from 1st April 2019 was £8.21per hour.

5.4 Where the Temporary Worker wishes to take any leave to which he is entitled during an Assignment, he should notify the Employment Business in writing of the dates of his intended absence. The amount of notice which the Temporary Worker is required to give should be at least twice the length of the period of leave that he wishes to take. Unless the Employment Business informs the Temporary Worker in writing that it is not possible for him to take leave on the specified dates, the Temporary Worker shall be entitled to take up his notified leave entitlement.

5.5 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 on contracts for services.

**6** **TIME SHEETS**

6.1 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 the week) the Temporary Worker is required to deliver to the Employment Business his time sheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Client. Failure to submit a time sheet for hours worked may delay payment for thesehours.

6.2 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 he carries out activities or duties for the Client as part of the Assignment as verified by a timesheet signed in accordance with 6.1. Time spent travelling to the Client’s premises, lunch breaks and other rest breaks or absences shall not count as part of the Temporary Worker’s working time for these purposes.

**7** **CONDUCT OF ASSIGNMENTS**

7.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every Assignment and afterwards where appropriate, he will: -

(a) co-operate with the Client’s staff 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 to which his attention has been drawn or which the Temporary Worker might reasonably be expected to understand or ascertain will apply;

(c) confirm to such hours of work as are laid down by the Client from time to time;

(d) take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the Assignment and comply with known Health and Safety policies of the Client;

(e) not engage in any conduct detrimental to the interests of the Client, including without limitation any conduct amounting to deliberate harassment or discrimination on the grounds of race, sex, disability, sexual orientation and/or religion/belief;

(f) not at any time divulge to any person, nor use for their 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;

(g) at all times perform the services required from him with a reasonable degree of care and skill;

(h) notify the Employment Business if the hours required by the Assignment coupled with any hours being worked by the Temporary Worker in any other capacity exceed 48 in anyweek.

7.2 If the Temporary Worker is unable for any reason to attend or remain at work during the course of an Assignment he is obliged to inform the Employment Business at least one hour before the commencement of the Assignment or shift, or immediately upon leaving work as appropriate.

7.3 The Temporary Worker should not accept any Assignment unless he understands what is required of him and is confident that he can provide the services required under it with a reasonable standard of accuracy and speed.

**8** **TERMINATION**

8.1 The Employment Business or the Client may, without prior notice or liability, terminate the Temporary Worker’s work on any Assignment at any time. In that event he will have no claim for any remuneration past the point of termination.

8.2 The Temporary Worker may terminate his work on an Assignment at any time without prior notice or liability. In that event he will have no claim for any remuneration past the point oftermination.

8.3 If the Temporary Worker does not inform the Employment Business in accordance with clause 7.2 should he be unable to attend or remain at work during the course of an Assignment, this will be treated as termination of the Assignment by the Temporary Worker in accordance with clause 8.2 unless the Temporary Worker can show that exceptional circumstances prevented him from complying with clause 7.2.

8.4 If the Temporary Worker is absent during the course of an Assignment and the contract for services in respect of that Assignment has not been otherwise been terminated, the Employment Business will be

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entitled to terminate the contract in accordance with clause 8.1 if the work to which the absent worker was assigned is for any reason no longer available for the Temporary Worker on his return.

8.5 If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period of three consecutive weeks this will be treated as evincing an intention by him not to accept any further Assignments which might be offered to him and consequently the Employment Business will forward his P45 to his last known address. The Temporary Worker may notify the Employment Business at any time that he will not wish to be offered any further Assignments, in which case the same shall apply. In neither event is the Temporary Worker barred from re-contracting the Employment Business at a later date and being restored to its list of potentially available workers.

**9** **LAW**

9.1 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

Signed by ADS

**Company Registration Number 3834553**

**Registered Office: Beech House, The Spinney, Bassett Avenue, Southampton, Hants SO16 7FW**

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**P46: Employee without a Form P45**

**Section one** To be completed by the employee

Please complete section one and then hand the form back to your present employer. If you later receive a form P45 from your previous employer, hand it to your present employer.

Use capital letters when completing this form.

**Your details**



National Insurance number

This is very important in getting your tax and benefits right

Title – enter MR, MRS,MISS, MSor other title

Surname or family name

Date of birth *DD MM YYYY*

Address

House or flat number

Rest of address including house name or flat name

First or givenname(s)

Postcode

Gender.Enter'X'intheappropriate box

Male Female

D

**Your present circumstances**

Read all the following statements carefully and enter 'X'

in **the one** box that applies to you.

**Student Loans**

If you left a course of Higher Education before last

6 April and received your first Student Loan

**A** – This is my first job since last 6 April and **Ihave not** been receiving taxable Jobseeker's Allowance or taxable IncapacityBenefit

or a state or occupational pension. OR

**B** – This is now my only job, but since last 6 April **I have** had another job, or have received taxable Jobseeker's Allowance or Incapacity Benefit. I do not receive a state or occupational pension.

OR

**C** – I have another job or receive a state or

occupational pension.

instalment on or after 1 September 1998 and

you have not fully repaid your Student Loan, enter 'X'

in box D. *(If you are required to repay your* A *Student Loan through your bank or building*

*societyaccountdo****not*** *enteran'X'inboxD.)*

**Signature and date**



I can confirmthatthis information iscorrect

B Signature

C

Date *DD MM YYYY*

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**Weekly Wages and Use of ADS minibus**

Methods of payment:

1. Please pay by BACS – Payment made on Thursdays every week (Please allow 3 workings days to clear to your account. No fees are charged and we recommend this as best form of payment.

Bank Details

Name on Account

Sort Code:

Account Number

2. Please pay cash - Cash may be collected every Thursday from 4.30pm

Please tick choice above

**Use of ADS minibus for travel to work**.

If you choose to use our minibus to travel to work, a nominal charge is made to cover the cost of providing the service (currently £8.00 within 5 miles radius and £9.00 for any travel outside Southampton)

You are free to use your own form of transport to work and are not obliged to use ADS minibus.

Any changes must be notified at least 7 days in advance.

I have read and understood the payment method and use of ADS transport. I agree to the above fees to be paid to ADS on a weekly basis (Cash method – paid on collection of cash, BACS – transport charges collected through Direct Debit to account)

Signature of temporary