



**ADS Recruitment Ltd.**

107 East Street

Southampton

Hampshire

SO14 3HH

Tel. 023 8063 0077 Fax 023 8033 7877

www.adsrecruitment.co.uk

**TEMPORARY WORKER PERSONAL INFORMATION**

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**

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Would you like a:      temporary            or      permanent        
    part time            or      full time            position?

**Personal details**

NAME			SURNAME			
Date Of Birth			Gender	<b>Male</b>	<b>Female</b>	
Mobile no./Tel. no.			E-mail address			
Address				Post code		
Nationality			NI no.			
Do you need a Work Permit to work in UK?				<b>Yes</b>	<b>No</b>	
Do you have a disability?				<b>Yes</b>	<b>No</b>	
Please, give details						
Marital status						
English level	<b>Mother tongue</b>	<b>Fluent</b>	<b>Good</b>	<b>Average</b>	<b>Poor</b>	<b>No English</b>
The command of any foreign language /other than English/						

**Availability**

Please, indicate the maximum hour you can work each week

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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		Name	
Relationship		Relationship	
Company		Company	
Address		Address	
Post code		Post code	
Tel. No. / Email		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?	<b>Yes</b>	<b>No</b>
When you are due to be back at the University?		

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?	<b>Yes</b>	<b>No</b>
Give details, please		

**Person to contact in an emergency**

Name		Home no.	
Relation		Mobile	

**Transport**

Do you have a current Driving License?	<b>Yes</b>	<b>No</b>
What type of driving licence do you have?	<b>Provisional</b>	<b>Full</b>
What categories of driving licence do you have?		
Do you have your own transport?	<b>Yes</b>	<b>No</b>
Are you a fork lift truck driver?	<b>Yes</b>	<b>No</b>
What type of fork lift trucks can you drive?	<b>Reach</b>	<b>Counterbalance</b>
	Other	
Do you have any experience in driving a fork lift truck?	<b>Yes</b>	<b>No</b>
Please, specify how long experience do you have?		
Do you have safety boots?		Do you have high visible jacket?

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

**Other**

Have you previously worked for ADS Recruitment Ltd.?	<b>Yes</b>	<b>No</b>
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 \_\_\_\_\_



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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



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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 a reference.

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 to time;
- “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);
- “Temporary Worker”** 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 such Assignments.
- 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 £\_\_\_\_\_ (if 25 and over living wage of £\_\_\_\_\_) 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.

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 by law

## **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 1<sup>st</sup> October and ends on 30<sup>th</sup> 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 1<sup>st</sup> April 2019 was £8.21 per 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 these hours.

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) conform 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 any week.

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 of termination.

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



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



## HEALTH QUESTIONNAIRE

**IMPORTANT:** This questionnaire remains the property of ADS Recruitment Ltd. and will be held on file by the agency. The contents of the information will be disclosed to the relevant human resources departments if requested.

Please complete sections A and B.

### **A. Personal Details**

Surname Mr/ Mrs/ Miss/ Ms/ Other _____	Forenames
Date of Birth	NI No.
Address	Post Code
	Mobile no.
Family Doctor's name and address	
Have you had any Basic Food Hygiene Training?	If yes please give details
<b>Yes</b>	<b>No</b>

### **B. General Health**

Please, answer the following questions:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If Yes, please give details
Do you need us to make any adjustments to the selection process because you are a disabled person or due to a health related condition?	Yes	No	
UK and EC legislation puts the onus on employers to satisfy themselves that no food handler poses a hygiene risk to the product. Please, answer the following questions if you will be working with food:			
At present or in the last seven days, are you suffering from diarrhoea and/ or vomiting?	Yes	No	
At present or in the last seven days, are you suffering from stomach pain, nausea or fever?	No	Yes	
At present are you suffering from skin infections of the hands, arms or face e.g. boils, sties, septic fingers or discharge from eye/ ear / gums / mouth?	No	Yes	
At present are you suffering from jaundice?	Yes	No	
Do you suffer from recurring infections of the skin, ear or throat?	No	Yes	

Have you ever had typhoid or paratyphoid fever or are you now known to be a carrier of Salmonella Typhi or Paratyphi?	Yes	No	
Are you a carrier of any type of Salmonella?	No	Yes	
In the last 21 days have you had contact with anyone, at home or abroad, who may have been suffering from typhoid or paratyphoid?	Yes	No	
If applicable, are you pregnant?	Yes	No	
Countries visited in the last 6 weeks:			

**DECLARATION**

Please, read this statement before signing

I declare that the above statements are true to the best of my knowledge. I fully understand that if any information is withheld, suppressed or deliberately misleading or false then my engagement is liable to be terminated.

In connection with this application for assignment, I consent to a medical examination being carried out, if it is recommended by the company medical adviser.

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

## 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, MS or other title

Surname or family name




First or given name(s)




Gender. Enter 'X' in the appropriate box

Male  Female

Date of birth DD MM YYYY

     

Address

House or flat number

     

Rest of address including house name or flat name






Postcode

     

### Your present circumstances

Read all the following statements carefully and enter 'X' in **the one** box that applies to you.

A - This is my first job since last 6 April and I **have not** been receiving taxable Jobseeker's Allowance or taxable Incapacity Benefit 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.

### Student Loans

If you left a course of Higher Education before last 6 April and received your first Student Loan 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 Student Loan through your bank or building society account do **not** enter an 'X' in box D.)

### Signature and date

I can confirm that this information is correct

Signature

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 working 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 £7.00 within 5 miles radius and £8.00 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