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**Office use only**

Date:

Consultant:

Reference:

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|  *Let us help you to find Temporary or Permanent work.* ***Please complete and return form to*** ***caroline@taskrecruitment.com*** ***and a member of the team will be in touch.*** |
| **Personal Details** |
| **Title:** | **Forename:** | **Surname:** |
| **Address: Postcode:** |
| **Email Address:** |
| **Date of Birth:** | **Contact Number:** | **National Insurance Number:** |
| **Current Driving Licence:**Yes[ ] No [ ] **Car Owner/Access to Car:**Yes[ ] No [ ]  | **How did you hear about Task Recruitment:**  NIJobFinder [ ]  NIJobs [ ]  Indeed [ ]  JobCentreOnline [ ]  Facebook [ ]  Referral [ ]  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Employment** |
| **Current/ Most recent Employer:**  |
| **Job Title:** | **Dates of work:** |
| **Reason for Leaving:**  | **Salary:** |
| **Are you looking for:**Full Time [ ]  Part Time [ ]  Permanent [ ]  Temporary [ ]  Seasonal [ ]  ADHOC [ ]  |
| **Education** |
| **Dates:** | **Subject:** | **Grade:** |
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| **Right to Work**  |
| **Are you an EU or EEA Citizen:** Yes [ ]  No [ ] *Please supply a photocopy of one of the following documents:* NI Card/ P45/ P60/ PayslipIf you are on a Temporary Tax Code or National Insurance Code, please supply your passport and evidence of eligibility to work in the UK i.e. Work permit/ Visa.If you require further information in relation to citizenship and your rights to work in the UK, please visit: https://www.gov.uk/browse/visas-immigration/  |
| **Criminal Conviction** |
| Task Recruitment Ltd is committed to safeguarding vulnerable adults and to ensuring equal opportunity for all Workers/ Applicants. Information about criminal convictions is requested to assist the selection process and will be taken into account only when the conviction is considered materially relevant to the position applied for.**Do you have any criminal convictions except those which are considered ‘spent’ under the Rehabilitation of Offenders (NI) Order 1978?** Yes [ ]  No [ ] *If you have answered yes, you now have* ***two*** *options on how to disclose your criminal record.* **Option 1:** Please provide details of your criminal records below:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Option 2:** You can disclose your record under separate cover provided that you mark a cross (X) on the box below and attached the details in an envelope stapled to this form. The envelope should be marked **CONFIDENTIAL** and state your name. I have attached details of my conviction separately: [ ]  |

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| **References** |
| **Company:** | **Company:** |
| **Name & Job Title:** | **Name & Job Title:** |
| **Email:** | **Email:** |
| **Telephone:** | **Telephone:** |
| **GDPR and Data Protection Act 2018** |
| As part of any Recruitment process, Task Recruitment Ltd collects and processes personal data relating to Temporary Workers and Candidates. We are committed to being transparent about how we collect and use this data while meeting obligations under the General Data Protection Regulation (GDPR) and The Data Protection Act 2018 (DPA).**If your application is unsuccessful, Task Recruitment Ltd may keep your personal data on file in case there are future employment opportunities for which you may be suited. If you consent to us keeping your information on file to find you suitable employment, please tick this box:** [ ]  *I can confirm that all the information that I have provided is correct. I am aware that personal data (inc. where relevant, sensitive personal data) relevant to myself, whether obtained from myself or from any other source, will be retained by Task Recruitment Ltd and/ or any of its associated and/ or subsidiary companies indefinitely for the purposes of providing me with temporary work and/ or permanent employment opportunities and/ or training. I acknowledge that this may require my personal data to be forwarded to third parties in relation to finding me work.* *Our full privacy policy is available on our website:* *www.taskrecruitment.com**, or alternatively, ask a member of the team and we can supply you with a copy.*

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| **FULL NAME:** |
| **SIGNATURE:** |
| **DATE:** |

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***Please continue to the next page for terms and conditions…***

**TERMS AND CONDITIONS FOR TEMPORARY WORK**

**Definitions**

* “The Employment Business” – means Task Recruitment Ltd
* “The Client” – means the person, firm or corporate body using the services of the Temporary Worker.
* “Assignment” means the period during which the Temporary Worker is supplied to render services to the “Client”.
* “Temporary Worker’’ – means you

**[1] The Contract**

1.1 These Terms & Conditions constitute the contract between The Employment Business and the Temporary Worker and they govern Assignments undertaken by the Temporary Worker and the Client. For the avoidance of doubt, these Terms & Conditions shall not rise to a contract of employment between The Employment Business and the Temporary Worker. **The Employment Business acts at all times as the Agent for the Temporary Worker under a Contract of or for Services.**

1.2 The Employment Business shall endeavour to obtain suitable assignments in the relevant and respective field for the Temporary Worker with Clients. The failure by The Employment Business to obtain suitable assignments for the Temporary Worker shall not give rise to any liability on the part of The Employment Business and that the Temporary Worker recognizes that there may be periods between assignments when no work is available. The Temporary Worker shall not be obliged to accept any Assignments offered by The Employment Business. The Temporary Worker is self-employed in all cases, because Temporary Worker’s contracts with The Employment Business exist only for the period of each assignment and does not exist should Temporary Workers be unavailable for work for any reason or there is not suitable work available. Temporary Workers have no entitlement to payments associated with contracts of employment (except for Working Time Directive). Temporary Workers should make enquiries to their local DHSS office with regard to sickness benefit.

**[2] Timesheets**

2.1 The Temporary Worker shall deliver to The Employment Business his or her timesheets, with assignment details and signed by an authorised representative of the Client by the last working day in that week or part thereof. A week for this purpose is Monday to Sunday. **Failure to receive timesheet at the end of your working week may result in a delay to payment of wages.**

**[3] Remuneration & Deductions**

3.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at an hourly rate which is no less than the national minimum hourly rate for all hours worked, specified by the official rate which can be found at *https://www.gov.uk/national-minimumwage*. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make. The Employment Business reserves the right to delay payment in exceptional circumstances where it is necessary to do so as a result of Bank Holidays.

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

3.3 Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Temporary Worker’s pay any sums which they may owe the Employment Business including, without limitation, any overpayments or loans made to the Temporary Worker, any losses suffered by the Employment Business as a result of the Temporary Worker’s negligence or breach of either the Employment Business or Client’s rules. This includes the cost of any replacement equipment, clothing or ID/Security cards or other items provided to the Temporary Worker for the purposes of an Assignment and which they fail to return when requested.

3.4 If the position requires any additional Security Clearance through AccessNI, a charge will be implemented to the Temporary Worker to be able to complete the full duties of the job post. This will be communicated to the Temporary Worker prior to a job offer.

The Temporary Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any payment owed to the Temporary Worker.

3.6 The Employment Business will notify the Temporary Worker in writing of the details of any such deduction and provide you with copies of any supporting documents reasonably requested in connection with the deduction. The Temporary Worker will be consulted about the method of payment, either by deduction from salary or by any other method which is acceptable to the

Temporary Worker – and about the period over which the recovery would occur, and every reasonable effort will be made to reach agreement with the Temporary Worker on this.

However, failing that, The Employment Business shall be entitled to deduct on the basis of what it considers to be reasonable. It is in the Temporary Worker’s best interest to regularly check their pay slip for accuracy.

**[4] Payments**

4.1 The Employment Business makes payments to the Temporary Worker in respect of fees earned by him or her with the Client on a weekly basis or at such longer or shorter intervals as may be agreed. The Temporary Worker hereby irrevocably appoints The Employment Business as his or her agent to prepare and submit accounts to the Client and collect/recover fees and expenses from the Client in the name of The Employment Business. Deductions will be made in respect of the following matters from the monies received from the Client:

* The Employment Business’s commission;
* National Insurance Contributions, PAYE, Income Tax and any other deductions, which The Employment Business is required by law to make in respect of temporary workers.

**[5] Standards of Conduct**

5.1 Temporary Workers of The Employment Business must at all times maintain the highest professional standards and comply with the policies, procedures and requirements of the Client’s workplace and comply with the codes of conduct of any professional organisation to which they belong.

The Temporary Worker agrees that during every Assignment and afterwards as appropriate they will:

* Cooperate fully with the Client’s staff and accept the direction, supervision and instructions of any person in the Client’s organisation to whom they are responsible and perform to the Client’s rules and regulations.
* Be present at the times stipulated by the Client. Staffs are advised to arrive 15 minutes before the Assignment commences.
* Take all reasonable steps to safeguard his/her own safety and of any other person who may be affected by his/her actions on the Assignment.
* Not engage in any conduct detrimental to the interests of the Client.

To this end, The Employment Business reserves the right, in the case of gross misconduct to terminate its contract with the Temporary Worker summarily i.e.: without notice and without payment in lieu of notice.

**[6] Changes to Personal Details**

6.1 Temporary Workers must notify the Employment Business immediately of changes of address, telephone number, bank account details or email address. Failure to notify such changes may result in non-payment of wages and any other correspondence, or loss of information specifically in regards to assignments.

**[7] Non-Availability**

7.1 If the Temporary Worker is unable or unwilling for any reason to commence or to continue an assignment, they should inform The Employment Business immediately.

**[8] Confidentiality**

8.1 During the course of assignments through The Employment Business, the Temporary Worker will be made aware of information concerning Clients or Staff. All such information must be treated as confidential, during or after any assignments. Breach of confidentiality will be regarded as grounds for termination of the assignment and/ or further legal proceedings.

**[9] Termination of Employment**

9.1 Temporary Workers may terminate their employment with The Employment Business at any time with one week’s notice to be given if an assignment is in progress. If an Temporary Worker wishes to take up any appointment with a Client introduced by The Employment Business within a period of 6 months of the termination of employment, the Temporary Worker must notify The Employment Business in writing as a fee may be due to the Client. Failure to inform The Employment Business of such changes may jeopardize future work opportunities.

**[10] Paid Leave**

10.1 Under the Working Time Regulations (Northern Ireland) 1998, the Temporary Worker as a Temporary worker is entitled to 28 days paid leave per annum which includes 8 public stat days. All entitlement to leave must be taken during the course of the year of which it is accrued and none may be carried forward until the next leave year unless for special circumstances. For the purpose of calculating entitlement to leave under this clause, the leave year commences on 1st January of each year and ends on the 31st December of the same year.

10.2 The right to paid leave only accrues once the Temporary Worker has been engaged on an assignment through The Employment Business. A Temporary Worker’s basic hourly rate is agreed and The Employment Business. The amount of holiday pay to which the Temporary Worker is entitled in respect of such leave is calculated in accordance with and in proportion to the number of standard hours which he/ she works on Assignments (does not inc. overtime hrs).

10.3 Where the Temporary Worker wishes to take any leave which he/ she is entitled, he/ she should notify The Employment Business in writing or by email of the dates of intended absence. The amount of notice, which the Temporary Worker is required to give at least twice the length of the period that he/ she wishes to take.

**[11] Sickness Absence**

11.1 The Temporary worker may be eligible for Statutory Sick Pay (SSP) provided they meet the relevant statutory criteria stated on www.gov.uk official government website.

**[12] Maternity, Paternity and Parental Leave**

*Where the temporary worker finds out they’re expecting or their partner, they must make Task Recruitment aware at least 15 weeks before the expected due date along with when the baby is due and when the expected statutory leave will commence (this can be changed with 28 days’ notice)*

If you meet the statutory requirements, you also might be eligible for paid leave for antenatal appointments.

To find out if you’re eligible and what rights you have as an agency worker for any of the above, check out: https://www.nidirect.gov.uk/information-and-services/money-and-work-entitlements/work-and-families

**[13] Health and Safety**

12.1 Temporary Workers determine their working hours through accepting or refusing assignments offered. Temporary Workers are individually responsible for ensuring their chosen working conditions (inc. all work other than through The Employment Business are compatible with their own Health and Safety at work and that of Clients and Colleagues. Temporary Workers have a personal responsibility to regard Health and Safety policies and fully cooperate with those in charge of the workplace. Temporary Workers are required to assess for any risks in the workplace and maintain a safe environment both for themselves, other Staff and Clients. This enables The Employment Business to fulfil its legal obligations and to protect both Client and Staff, thereby fulfilling Agency obligations as per Health and Safety Regulations, laid down by *Health and Safety at Work (NI) Order 1978.*

 **[14] Working Hours**

13.1 In line with the implementation of the Working Time Regulations, The Employment Business recommends that working time should not exceed 48hrs per week (Averaged over a period of 17 weeks). However, should the Temporary Worker wish to waive this right, please indicate this preference on the below responses.

***Working Hours***  **Yes, I may wish to work more than 48 hours per week** [ ]

 **No, I do not wish to work more than 48 hours per week** [ ]

13.2 Temporary Workers can withdraw from this option to work in excess of 48hrs per week at any time by providing 3 months written notice to The Employment Business. Working time shall include only the period of attendance at each individual Assignment through The Employment Business. It shall not include travelling time unless specifically agreed in advance by The Employment Business.

If any of the provisions of these Terms shall be determined by a competent authority to be unenforceable to any extent, such provision, to that extent, shall be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

**TERMS AND CONDITIONS FOR PERMANENT WORK**

These terms are for candidates seeking Permanent work ***only***.

If you’re seeking a contract temporary position, please see our above terms.

As you are seeking **Permanent Employment**, Task Recruitment Ltd will be acting for you as an Employment Agency. We cannot, however, guarantee you successful placement with a client should we represent you for any role.

We work to guidelines and best practice set out by the Recruitment and Employment Confederation. Please see https://www.rec.uk.com/ for more details.

Should you wish us to represent you for a position and attempt to find you suitable work on your behalf. This form confirms your status and confirms that we will be representing you for any suitable vacancies with our client’s.

The below signature gives permission to Task Recruitment Ltd (Employment Agency) to represent my resume and qualifications to their client’s to find me suitable permanent vacancies within a sector suitable to me. The primary staffing vendor represents and warrants that full screening has been performed.

**WORKER DECLARATION**

*I have read, understand and agree to be bound by the terms of this Temporary Worker Agreement of Task Recruitment Ltd*

|  |
| --- |
| **FULL NAME:** |
| **SIGNATURE:** |
| **DATE:** |

*For office use only:*

**RECRUITMENT CONSULTANT DECLARATION** *on behalf of Task Recruitment Ltd*

I can confirm that I have reviewed the original ID documentation of the Temporary Worker.

|  |  |
| --- | --- |
| [ ] Current Passport  | [ ]  P45/ P60/ Addressed Payslip |
| [ ] Current driving licence  | [ ]  Utility Bill/ Credit Card/ Bank Statement |
| [ ] Original birth certificate  | [ ]  National Insurance Card/ Letter |

|  |  |
| --- | --- |
| **Full Name:**  | **Signature:**  |

*These terms are governed by the law of Northern Ireland and are subject to the exclusive jurisdiction of the Courts of Northern Ireland.*