



## **DRIVERS' & MOBILE WORKERS' DECLARATION**

I \_\_\_\_\_ confirm that I have been issued with, **EITHER** the "RD Recruitment Limited Mobile Workers' Regulations and Information" pack **OR** the "RD Recruitment Limited Drivers' Rules and Regulations" pack, as appropriate and have read and understood the information contained within, particularly the 2 pages that relate to "**Safe Lifting Techniques**". I also agree to comply with the Timesheet systems that are in place, and shall fill out the Timesheet as accurately as possible, as requested. I understand that failure to do so may contravene the Road Transport Directive **and/or** EC Domestic driving regulations and result in my pay being delayed until such time as an accurate timesheet is received. If employed as a driver I shall return completed Tachographs' to the company that I am undertaking the work for on behalf of RD Recruitment Limited.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **SECOND JOBS**

As of 4<sup>th</sup> April 2005, in order to comply with the Provisions of the Road Transport Regulations, you may not be connected with, engaged in, or concerned with any other business or public office which may or might interfere with the performance of your job, or be in conflict with the best interests of RD Recruitment Limited, without its prior written agreement. RD Recruitment Limited reserves the right to refuse this consent if it is not in the interests of the company. It is your responsibility to keep us advised and informed of any such work. Please find below a declaration that must be completed and returned to RD Recruitment Limited. Should the information you provide change at any time in the future, you must advise us and complete a revised declaration. Failure to comply with these provisions may contravene Road Transport Regulations and/or the Drivers' Hours Regulations, and may result in dismissal on grounds of gross misconduct and/or prosecution by the relevant enforcing authority.

### **SECOND JOB DECLARATION**

Please complete either **A** or **B** below and return this declaration to RD Recruitment Limited in the envelope provided.

#### **Declaration A**

"In order to comply with the provisions of the Road Transport Regulations, I confirm that I am not currently engaged in any work commitments other than my employment with RD Recruitment Limited. I will formally advise RD Recruitment Limited if this changes and if I work for anyone else in the future, whatever the nature of that work may be".

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**OR**

#### **Declaration B**

In order to comply with the provisions of the Road Transport Regulations, I confirm that I currently have work commitments as follows:

Name of employer: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Tel. Number: \_\_\_\_\_

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

Nature of business of employer: \_\_\_\_\_

Nature of my work: \_\_\_\_\_

Expected Number of hours to be worked each week: \_\_\_\_\_

"I confirm that I will provide RD Recruitment Limited, with a written account each week of the hours worked for \_\_\_\_\_ (enter name of second employer). I also understand that these hours may be taken into account by RD Recruitment Limited when calculating my weekly hours".

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## CRIMINAL RECORDS BUREAU

- RD Recruitment is committed to the fair treatment of its staff, potential staff and users of its service, regardless of race, gender, religion, sexual orientation, responsibility for dependants, age, physical / mental disability or offending background that does not create risk to children or vulnerable adults.
- As an organisation using the Criminal Records Bureau (CRB) Disclosure service to assess applicant's suitability for positions of trust, RD Recruitment complies fully with the CRB Code of Practice and undertakes to treat all applicants for positions fairly. We undertake not to discriminate unfairly against any subject of a Disclosure on the basis of conviction or other information revealed.
- RD Recruitment actively promote equality of opportunity for all with the right mix of talent, skills and potential and welcome applications from a wide range of candidates, including those with criminal records. We select all candidates based on their skills, qualifications and experience.
- A Disclosure is only requested after a thorough risk assessment has indicated that one is both proportionate and relevant to the position concerned, or is a requirement stipulated by a client or regulatory authority.
- As a Disclosure may form part of the recruitment process, we encourage applicants to provide details of their criminal record at an early stage in the application process.
- We ensure that all those who are involved in the recruitment process have been suitably trained to identify and assess the relevance and circumstances of offences. We also ensure that they have received appropriate guidance and training in the relevant legislation relating to the employment of ex-offenders.
- At interview, or subsequently, we ensure that an open and measured discussion takes place on the subject of any offences or other matter that might be relevant to the position. Failure to reveal information that is directly relevant to the position sought could lead to withdrawal of an offer of work.
- The CRB has produced a Code of Practice, which is available for inspection upon request.
- We undertake to discuss any matter in a Disclosure with you.
- Having a criminal record will not necessarily disqualify an individual from working for us. That will depend on the circumstances involved in the individual case.

Please read and answer the following question and then sign where indicated.

**Have you ever been convicted, cautioned, reprimanded or given a warning by the police for any reason including motoring or juvenile offences?**

YES

NO

If **YES**, please give details; \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**N.B.** You may work in positions that are covered by the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) Order 1986 which means that all convictions, cautions, reprimands and warnings on your criminal record need to be disclosed. You must also disclose any current or pending police action against you.

Applicants are advised that if they have been banned from working with people **under the age of 18**, or if they appear on the **Protection of Children Act list** or the **Protection of Vulnerable Adults list**, it is a criminal offence to **Seek** such work.

**Information you provide will be kept confidential where it is relevant to an application for work**

### DECLARATION

The information I have provided is to the best of my knowledge, true and correct. **If appropriate** to my work, I agree to apply for a CRB Disclosure and pay the appropriate fee. I agree to inform RD Recruitment if the CRB contact me in any form before, during or after the Disclosure application process. I also agree to inform RD Recruitment of any future police action which may be taken against me and / or if I am referred to the Protection of Vulnerable Adults or Protection of Children Act lists.

**Signature:** \_\_\_\_\_ **Print:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## MEDICAL QUESTIONNAIRE & CONFIDENTIALITY DECLARATION

Please complete this form as accurately as you can. It will assist us in helping to find you regular work. It will be kept confidential and its contents not disclosed to any third party without your permission.

Name: ..... Date of Birth: .....

Address:.....  
.....

General Practitioner:..... Are you normally in good health? **Yes / No**

Have you received treatment in the past two years? **Yes / No**

Are you receiving treatment at present? **Yes / No**

Have you been absent from work in the past year through illness or injury? **Yes / No**

Do you regard yourself as being covered by the Disability Discrimination Act? **Yes / No**

Have you ever lived abroad? **Yes / No**

If you answered **Yes** please give details.....

### **Have you ever suffered from any of the following conditions?**

Tuberculosis	<b>Yes / No</b>	Diabetes	<b>Yes / No</b>
A cough with phlegm	<b>Yes / No</b>	Typhoid	<b>Yes / No</b>
Any chest disorder	<b>Yes / No</b>	Paratyphoid	<b>Yes / No</b>
Heart trouble	<b>Yes / No</b>	Bowel / Stomach trouble	<b>Yes / No</b>
Fainting / Dizzy spells	<b>Yes / No</b>	Ear infection/Discharge	<b>Yes / No</b>
Eye infection / Discharge	<b>Yes / No</b>	Epilepsy	<b>Yes / No</b>
Skin-Eczema	<b>Yes / No</b>	Back / Neck trouble	<b>Yes / No</b>
Dysentery	<b>Yes / No</b>	Rheumatism/Arthritis	<b>Yes / No</b>
Boils or other skin infections	<b>Yes / No</b>	Asthma	<b>Yes / No</b>

Are you allergic to detergents, cleaning fluids, materials or other substances or liquids? **Yes / No**

Are you allergic to any foods? **Yes / No**

Are you able to carry and lift objects with normal health and safety rules? **Yes / No**

Have you received any training in health and safety? **Yes / No**

Have you been vaccinated against? T.B: **Yes / No** Tetanus: **Yes / No** Hepatitis B **Yes / No**

**NIGHT WORK:** Do you suffer any condition whether or not listed above or are you receiving any medical treatment, which would make you unsuitable for night work? **Yes / No**

If you have answered **Yes** to any of the above questions, please give more details:.....  
.....

**I certify that I have answered the above questions truthfully and that I am not aware of any medical reason which would prevent me from carrying out my duties. If my situation changes I will inform RD Recruitment Limited.**

Signed ..... Print.....Date.....

## CONFIDENTIALITY & DATA PROTECTION ACT DECLARATION

- I understand that whilst I am working for RD Recruitment Limited I may have access to confidential information, Documents, Data, Files, conversations or other material.
- I agree to keep this information confidential and not to share it with family, colleagues, acquaintances, journalists or any other interested party.
- I accept that this duty of confidentiality continues even after I stop working for RD Recruitment Ltd.
- I give permission for Data to be collected about me, for Work References from my previous Work History and Driving Licence checks (where applicable) to be carried out and stored in a relevant Filing system and processed or shared (where necessary) with the relevant Third Parties for the purposes of assisting me in obtaining work.

Signed ..... Print.....Date.....

## TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

### 1. DEFINITIONS

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

<b>“Assignment”</b>	means the period during which the Temporary Worker is supplied to render services to the Client.
<b>“Client”</b>	means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985;
<b>“Employment Business”</b>	means <b>RD Recruitment Limited of 1-4 Wigginton House, Rockware Avenue, Greenford, Middlesex UB6 0AA.</b>
<b>“Temporary Worker”</b> means	_____ (Please print your name here)
<b>“Relevant Period”</b>	means (a) the period of <b>8 weeks</b> commencing on the day after the <b>last</b> day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of <b>14 weeks</b> commencing on the <b>first</b> day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment.

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

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

### 2. THE CONTRACT

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

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

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

### 3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a \_\_\_\_\_. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that the suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.

3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker.

- 3.5 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.
- 3.6 If, before the first Assignment, during the course of an Assignment or within the Relevant Period (See Clause 1.1 for the definition of the Relevant period) the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

#### **4 REMUNERATION**

- 4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £ \_\_\_\_\_ for all hours worked. 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.
- 4.2 Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

#### **5 STATUTORY LEAVE**

- 5.1 For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences on the date that the Temporary Worker starts an Assignment or a series of Assignments.
- 5.2 Under the Working Time Regulations 1998, the Temporary Worker is entitled to 5-6 weeks' paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.
- 5.3 Where a Temporary Worker wishes to take paid leave during the course of an assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that has been requested.
- 5.4 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. Payments for annual leave will be calculated on the basis of rates paid during the Client's normal working hours i.e. those which do not attract overtime rates of pay.
- 5.5 In the course of any Assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.
- 5.6 Where a Bank holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, the public holiday shall count as part of the Temporary Worker's paid annual leave entitlement.
- 5.7 Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.4 above
- 5.8 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

#### **6 SICKNESS ABSENCE**

- 6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that he/she meets the relevant statutory criteria.
- 6.2 For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.

#### **7 TIME SHEETS**

- 7.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.

- 7.2** Subject to clause 7.3 The Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 7.3** Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.
- 7.4** For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

## **8 CONDUCT OF ASSIGNMENTS**

- 8.1** The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he/she does so, during every Assignment and afterwards where appropriate, he/she will: –
- a) Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
  - b) Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
  - c) Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
  - d) Not engage in any conduct detrimental to the interests of the Client;
  - e) Not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.
- 8.2** If the Temporary Worker is unable for any reason to attend work during the course of an Assignment the individual concerned should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment or shift.
- 8.3** If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay.

## **9 TERMINATION**

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

## **10 LAW**

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

\_\_\_\_\_ **Date** \_\_\_\_\_  
**Signed by the Temporary Worker**

## WORK HISTORY (STARTING WITH MOST RECENT EMPLOYER)

Applicants must complete all details clearly and thoroughly. Incomplete or absent Work History will **NOT** be acceptable.

COMPANY NAME FULL ADDRESS  TELEPHONE No.		<b>POSITION HELD &amp; DUTIES</b>  PERIOD OF EMPLOYMENT (Month & Year) FROM <input type="text"/> <input type="text"/> TO <input type="text"/> REFERENCE <input type="text"/>
COMPANY NAME FULL ADDRESS  TELEPHONE No.		<b>POSITION HELD &amp; DUTIES</b>  PERIOD OF EMPLOYMENT (Month & Year) FROM <input type="text"/> <input type="text"/> TO <input type="text"/> REFERENCE <input type="text"/>
COMPANY NAME FULL ADDRESS  TELEPHONE No.		<b>POSITION HELD &amp; DUTIES</b>  PERIOD OF EMPLOYMENT (Month & Year) FROM <input type="text"/> <input type="text"/> TO <input type="text"/> REFERENCE <input type="text"/>
COMPANY NAME FULL ADDRESS  TELEPHONE No.		<b>POSITION HELD &amp; DUTIES</b>  PERIOD OF EMPLOYMENT (Month & Year) FROM <input type="text"/> <input type="text"/> TO <input type="text"/> REFERENCE <input type="text"/>

## EDUCATION

LAST SCHOOL AND ADDRESS   		<b>QUALIFICATIONS ATTAINED</b>   FROM <input type="text"/> <input type="text"/> TO <input type="text"/>
COLLEGE OR UNIVERSITY   		<b>QUALIFICATIONS ATTAINED</b>   FROM <input type="text"/> <input type="text"/> TO <input type="text"/>
OTHER COURSES TRAINING SKILLS OR INTERESTS  		<b>QUALIFICATIONS ATTAINED</b>  

## OFFICE USE ONLY

BOOTS <input type="checkbox"/> HI-VIS <input type="checkbox"/> WORKWEAR <input type="checkbox"/> HIAB <input type="checkbox"/>	GRADE OF STAFF EMPLOYED HG1 <input type="checkbox"/> HG2 <input type="checkbox"/> 7.5T <input type="checkbox"/> 3.5T <input type="checkbox"/> DM <input type="checkbox"/> FP <input type="checkbox"/> FL/WH <input type="checkbox"/> FF <input type="checkbox"/>
DATE INTERVIEWED	WILLING TO TRAVEL TO WORK IF NECESSARY? <span style="float: right;">YES/NO</span>
RIGHT TO WORK ESTABLISHED? <span style="float: right;">YES/NO</span>	FORKLIFT COUNTERBALANCE LICENCE? <span style="float: right;">YES/NO</span>
ARE THERE ANY MEDICAL ISSUES? <span style="float: right;">YES/NO</span>	FORKLIFT REACH LICENCE? <span style="float: right;">YES/NO</span>
MULTI DROP EXP. <span style="float: right;">YES/NO</span>	AP <input type="checkbox"/> AT <input type="checkbox"/> INT <input type="checkbox"/> PHY <input type="checkbox"/> HYG <input type="checkbox"/> CAP <input type="checkbox"/> REL <input type="checkbox"/>
DIGITAL TACHO CARD <span style="float: right;">YES/NO</span>	
GOT CPC CARD? <span style="float: right;">YES/NO</span>	LEVEL 4B OR 4D CERTIFICATE? <span style="float: right;">YES/NO</span>
GOT CSCS CARD? <span style="float: right;">YES/NO</span>	SAT NAV AND/OR MAP BOOK? <span style="float: right;">YES/NO</span>
	HEAVY LIFTING OK? <span style="float: right;">YES/NO</span>
	OK FOR REMOVALS <span style="float: right;">YES/NO</span>