

Eclipse Recruitment are taking precautions to help with the containment of the coronavirus. As a Temporary measure we are now remote registering drivers rather than face to face interviewing in order to help prevent the spread of infection.

When you have completed this application form please return it by email along with clear photocopies of the following documents to application@eclipse-recruitment.com

- Fully Completed Application Form
- Tachograph Test - Completed
- Driving licence – Front & Back - Please include a code form the DVLA website to allow us to check you licence online.
- Drivers CPC card - Front & Back
- Digital tachograph card. - Front & Back
- Any qualifications or certificates.
- Passport or Birth Certificate.
- Utility bill showing full name and address.
- Proof of national insurance number.
- Any other relevant qualifications or certificates.
- Details of two recent employers who we can contact for references.

Limited company contractors should also supply the following information

- Limited Company Contract Signed and Returned.
- Copy of Certificate of Incorporation.
- Copy of Public Liability Insurance Documents
- Business Bank Account Details
- VAT Certificate / Number (if VAT registered)

DVLA Licence check link

<https://www.gov.uk/view-driving-licence>

Download Adobe Acrobat Reader

<https://get.adobe.com/uk/reader/otherversions/>

Advice on Coronavirus can be found by following the link below.

<https://www.nhs.uk/conditions/coronavirus-covid-19/>

DECLARATION AND DATA PRIVACY POLICY CONSENT FORM

What We Need

Eclipse Recruitment Driving Solutions Limited will be what is known as the 'Controller' of the personal data you provide to us. Eclipse Recruitments reference number is Z1685045 and its registered address is Foxhall Lodge, Foxhall Road, Nottingham, NG7 6LH.

Unless otherwise agreed with you, we will collect basic and sensitive personal data about you. This information will include, but not limited to your name, date of birth, telephone number, address, email address, experience, training/qualifications, work history, NI number, bank details, disability/health conditions relevant to the role and criminal convictions.

Why We Need It

We need to know your personal data in order to provide you with the services you have engaged us to provide. If you do not provide this information, then we will be unable to provide the services you requested. We will not collect any personal data from you that we do not need in order to provide the services we have agreed to provide you with.

What We Do with It

All the personal data we hold about you will be processed by our staff in the United Kingdom and transferred to our clients so that we can find you work. Your personal data will be processed on a computerised database, named Recruitment Manager, computerised payroll systems, excel spreadsheets and other digital records. We will process your personal data with third parties including (but not limited to) Payroll and Umbrella companies that will utilise your data for wage payment processing. Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the UK who provide consultancy, banking, legal, insurance and accounting services. HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances. We take all reasonable steps to ensure that your personal data is processed securely.

How Long Will We Keep It?

We will generally keep your personal data for a minimum of six years, after which time it will be destroyed if it is no longer required for the lawful purpose(s) for which it was obtained. If you consent to marketing, any information we use for this purpose will be kept with us until you notify us that you no longer wish to receive this information.

I understand that Eclipse Recruitment will communicate with me in several ways. This will include (but is not limited to) contact by telephone, SMS, email and post using the information I have provided them. I am aware that I have the right to withdraw my consent at any time by informing the Company that I wish to do so.

I hereby confirm that the details I have provided are, to the best of my knowledge, correct. I consent to the company holding and using my information for administrative purposes in relation to my employment, in accordance with the General Data Protection Regulation 2018.

Signature:		Date:	
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PERSONAL DETAILS

Position Applied For	
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Surname	
First Name	
Middle Name(s)	
Date of Birth	
Nationality	

National Insurance Number	
Pay Type - (Eclipse to complete)	
Public Liability Insurance Expiry (Ltd Co. Only)	
Car Registration (if you own transport)	

Address	
Postcode	
Contact Number (landline)	
Contact Number (mobile)	
Email address	

EMERGENCY CONTACT DETAILS

Name of person to be contacted in an emergency	
Your relationship to emergency contact	
Address <i>(if different to your address)</i>	
Postcode	
Contact Number (landline)	
Contact Number (mobile)	

BANK ACCOUNT DETAILS

Name of bank/building society	
Account number	
Sort code	
Ref. no <i>(if required)</i>	
Account Name	

EMPLOYMENT HISTORY (5 YEARS)

Date From - to		Date From - to	
Company / Agency		Company / Agency	
Job Title / Duties		Job Title / Duties	
Wage / Salary		Wage / Salary	
Reason for Leaving		Reason for Leaving	
Date From - to		Date From - to	
Company / Agency		Company / Agency	
Job Title / Duties		Job Title / Duties	
Wage / Salary		Wage / Salary	
Reason for Leaving		Reason for Leaving	
Date From - to		Date From - to	
Company / Agency		Company / Agency	
Job Title / Duties		Job Title / Duties	
Wage / Salary		Wage / Salary	
Reason for Leaving		Reason for Leaving	
Date From - to		Date From - to	
Company / Agency		Company / Agency	
Job Title / Duties		Job Title / Duties	
Wage / Salary		Wage / Salary	
Reason for Leaving		Reason for Leaving	

REFERENCES

Please give the details of two references. Please make sure that you have given the full contact details of your referees so that this does not delay processing reference requests. If you have no employer references, we will take up references with named individuals at colleges where you have studied, or people who know you in a professional capacity. Please do not put down family members or people you live with as referees.

Name of Referee		Name of Referee	
Company Name and Address		Company Name and Address	
Postcode		Postcode	
Contact Number		Contact Number	
Email address		Email address	

Name		NI Number	
I authorise Eclipse Recruitment to seek reference information in relation to my previous employment based on reference details I provide. I understand that an alternative referee may be contacted if the named referee is not in a suitable position of authority to respond to any request.			
Signature:		Date:	

CRIMINAL DETAILS

We are asking you to complete this section in relation to job roles which are not exempt from the Rehabilitation of Offenders Act 1974. For this reason, **you are only required to disclose information about unspent convictions**. You are not required to disclose spent convictions on this form. Additionally, **you are not required to declare any information about 'protected' offences** - (offences to which the filtering rules apply).

If you wish to be put forward for/if any role is identified which may be suitable for you but which is exempt from the Rehabilitation of Offenders Act 1974, meaning that you are required to disclose **spent** convictions, we will ask you to complete an additional criminal disclosure form. You are not required to complete that additional form if you do not wish to be put forward for that type of work.

Do you have any unspent criminal convictions?	YES	NO
If YES, please provide details of the offence dates, dates of conviction/caution, offence types and sentences below		
<i>Please use a separate sheet if you need to declare more</i>		

If you have declared any convictions, you are welcome to provide us with any additional information that you think may be relevant and which will help us to determine your suitability to be put forward for roles with our clients. This could include for example information about the circumstances of the offence, any work (paid or voluntary) or training that you have undertaken since, change in your circumstances etc.

I consent to Eclipse Recruitment processing my criminal records information for the purpose of providing work finding services to me and any legal obligations it may have to process such information			
Signature:		Date:	

LICENCES, ACCIDENTS AND CONVICTIONS

Car Licence	Pass date / Expiry Date		
HGV 2 / LGV C	Pass date / Expiry date		
HGV 1 / LGV C+E	Pass date / Expiry date		
Other			
Please list any driving convictions and points on your licence along with the dates you were convicted.			
Have you been refused motor vehicle insurance or continuance thereof in the past 5 years?		YES	NO
If yes, please provide details.			
Please list any accidents in the last three years, whether you were at fault or not, and the dates the incidents occurred.			
<i>Please use a separate sheet if you need to declare more</i>			

DVLA Licence Check I give permission for Eclipse Recruitment Driving Solutions Limited to check my driving records with the DVLA at any point during my engagement with them.

Signature:		Date:	
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DRIVING DECLARATIONS - please sign all true declarations

I declare that I have completed 180 days, or more, driving work in the last twenty-four months on the type of vehicle for which I am applying for work

Signature:		Date:	
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I declare that I have completed sixty days, or more, driving work in the last six months on the type of vehicle for which I am applying for work

Signature:		Date:	
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I declare that I have completed ninety days, or more, driving work in the last twelve months on the type of vehicle for which I am applying for work

Signature:		Date:	
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I declare that I will inform Eclipse Recruitment of anything occurring in the future which may alter my replies to any of these driving declarations. This would include any change to my licence. I undertake to inform you of the number of hours I have driven should I at any time work as a driver on my own behalf, or on behalf of any person, firm or company, at, between or during any period(s) of driving that I may do as a result of any introduction by you, and between the time of completing this application form and accepting my first assignment.

Signature:		Date:	
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ADDITIONAL INFORMATION

In line with Home Office guidance on the prevention of illegal working we will need to verify and take a copy of your original ID documentation as evidence of your right to work in the UK (as per the attached sheet)

Do you have permission to work in the UK?	YES	NO
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Do you have or own the following equipment/licence?					
Safety boots & High-Viz	YES	NO	HIAB	YES	NO
Hard hat and gloves?	YES	NO	Moffett	YES	NO
A full Driver CPC?	YES	NO	FLT (details)	YES	NO
A digital tachograph card?	YES	NO	Other (e.g. skip)		
ADR/Hazardous Licence	YES	NO	Other (e.g. Tipper)		

Please indicate available hours of work	Weekdays	Weeknights
	Weekend Days	Weekend Nights
Will you night out?	YES	NO

Please be advised that a CRB check may be required. Is there anything you need to declare? If YES please provide details <i>Please use a separate sheet if you need to declare more</i>	YES	NO

MEDICAL INFORMATION

The following questions on health and disability are asked in order to find out your needs in terms of reasonable adjustments to access our recruitment service and to find out your needs in order to perform the service you have engaged us to provide.

Do you have any health issues or a disability relevant to the role which may impair your ability to drive or may make it difficult for you to carry out functions which are essential for the role you seek?	YES	NO
If YES, please provide details		
<i>Please use a separate sheet if you need to declare more</i>		
If you have a disability, what are your needs in terms of reasonable adjustments in order to access this recruitment service and to attend interview(s), or to take aptitude tests etc		
<i>Please use a separate sheet if you need to declare more</i>		
Have you ever had a medical condition that has resulted in the DVLA revoking any category on your driving licence?	YES	NO
Are there any medical reasons, or are you currently taking any medication, that will affect your ability to work nights?	YES	NO
If YES to either of the above questions, please provide details		
<i>Please use a separate sheet if you need to declare more</i>		

Drivers are obliged to notify both DVLA and Eclipse Recruitment Driving Solutions Limited if they develop a new medical condition or if an existing condition worsens. Consult your doctor or GP if unsure. Notifiable Medical Conditions include the following:

- An epileptic event (seizure or fit)
- Sudden attacks of disabling giddiness, fainting or blackout
- Severe mental handicap
- Fitment of a pacemaker, defibrillation or anti-tachycardia device
- Diabetes controlled by insulin or tablets
- Angina (heart pain) while driving
- Parkinson's disease
- Any other chronic neurological condition
- A serious problem with memory
- Narcolepsy or sleep apnoea syndrome
- A stroke of any kind (whether minor or major)
- Brain surgery of any kind
- Brain tumour and other chronic tumour or cancer conditions; certain cancer treatments
- Severe head injury which involves treatment as a hospital in-patient
- Any kind of severe psychiatric illness or mental disorder
- Continuing or permanent difficulty with the use of arms or legs
- Severe spinal injury or condition
- Dependence on or the misuse of alcohol, illicit drugs and/or other chemical substances within the past three years (NOTE: drink / driving prosecutions need not be reported)
- Any visual disability that affects both eyes (excluding long or short sightedness which has been addressed by glasses, or colour blindness)
- Any heart condition or surgery
- Sight in only one eye or any visual problem affecting both eyes

I am not aware of any medical condition that would prevent me from driving and agree to notify DVLA and Eclipse Recruitment as soon as I become aware of any notifiable conditions shown above.

Signature:		Date:	
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**ECLIPSE RECRUITMENT 48 HOUR OPT OUT AGREEMENT
(FOR WORKERS NOT COVERED BY THE ROAD TRANSPORT WORKING TIME REGULATIONS)**



1. DEFINITIONS

1.1. In this Agreement the following definitions apply:

- “Assignment” means the period during which the Temporary Worker is supplied to provide services to the Client;
“Client” means the person, firm or corporate body using the services of the Temporary Worker; “Employment Business” means Eclipse Recruitment, registered company number 6583345 of Foxhall Lodge, Foxhall Road, Nottingham, NG7 6LH;
“Temporary Worker” means _____; and
“Working Week” means an average of 48 hours each week calculated over a 17-week reference period.

- 1.2. References to the singular include the plural and references to the masculine include the feminine and vice versa.
1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

2. RESTRICTION

The Working Time Regulations 1998 (as amended) provide that the Temporary Worker shall not work on an Assignment with the Client in excess of the Working Week unless s/he agrees in writing that this limit should not apply.

3. CONSENT

The Temporary Worker hereby agrees that the Working Week limit shall not apply to the Assignment.

4. WITHDRAWAL OF CONSENT

- 4.1. The Temporary Worker may end this Agreement by giving the Employment Business one week’s notice in writing.
4.2. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with a Client.
4.3. Upon the expiry of the notice period set out in clause 4.1 the Working Week limit shall apply with immediate effect.

5. THE LAW

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales I(I _____ understand and accept the terms of this opt out Agreement.

Signature:		Date:	
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Issue of Drivers handbook & Company Polices

I have been informed that the latest version of Eclipse Recruitment Drivers Handbook is available to read online and download from the Eclipse Recruitment website. My attention has been specifically drawn to Eclipse Recruitments’ Health and Safety Policy, Grievance Procedure and Generic Risk Assessments for Drivers.

Signature:		Date:	
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DRIVERS HOURS DECLARATION

I confirm that I will monitor my working, driving and rest hours and inform Eclipse Recruitment if I am at risk of taking too little rest or exceeding my driving / working hours.

Signature:		Date:	
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ROAD SIGN TEST - ONLY TICK ONE ANSWER PER QUESTION

1) What does this sign mean?



- A - Loose chippings
- B - Accident spot
- C - Uphill gradient
- D - Downhill gradient

2) What is the meaning of this traffic sign?



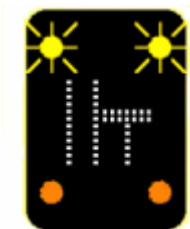
- A - End of two-way road
- B - Give priority to vehicles coming towards you
- C - You have priority over vehicles coming towards you
- D - Bus lane ahead

3) What does this sign mean?



- A - No waiting
- B - No stopping
- C - Traffic signals not in use
- D - Level crossing

4) What does this motorway sign mean?



- A - 11 ton weight limit
- B - Through traffic use left lane
- C - Right-hand lane closed ahead
- D - Right-lane T junction only

5) What does this traffic sign mean?



- A - Dual carriageway ends
- B - Road narrows on both sides
- C - Two way traffic straight ahead
- D - Danger ahead

6) What does this sign mean?



- A - Give way to vehicles on the right and left
- B - Traffic passes on both sides
- C - Turn off at the next junction on the motorway
- D - Pass either side to get to the same destination

7) What does this sign mean?



- A - You are entering a one-way street
- B - You have priority over oncoming vehicles
- C - Motorway ahead
- D - Lane for heavy and slow vehicles

8) What does this sign mean?



- A - No stopping (Clearway)
- B - No waiting
- C - National speed limit applies
- D - No entry

9) Signs giving orders are usually: -

- A - Round
- B - Triangular
- C - Rectangular
- D - Blue

10) You are driving along the motorway in the inside lane. You intend to turn left at the next available exit. When should you signal left?



- A - At the third count-down marker (100 yds to go)
- B - At the second count-down marker (200 yds to go)
- C - At the first count-down marker (300 yds to go)
- D - When you have reached the slip road

11) If you see this sign at a crossroads and you are going straight on, what should you do?



- A - maintain the same speed and drive through
- B - carry on with great care
- C - find another route
- D - do a 'U' turn

12) What does this sign mean?



- A - Uneven road
- B - Soft verges
- C - Humps
- D - Tunnel

13) What does this sign mean?



- A - Road noise
- B - Airport ahead
- C - Crosswinds
- D - Adverse camber

14) What shape is a STOP sign?

- A - Circular
- B - Triangular
- C - Inverted triangle
- D - Octagonal

15) Where would you find this Sign?



- A - At a Level crossing with no barrier
- B - On a roundabout
- C - On an overhanging load
- D - At the end of the motorway

16) Which type of vehicle does this sign apply to?



- A - Long vehicles
- B - High vehicles
- C - Heavy vehicles
- D - Wide vehicles

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

“Actual Rate of Pay”	means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for all time worked during an Assignment for each hour worked, as set out in the relevant Assignment Details Form; means the rate of pay which will be paid to the Agency Worker if and when s/he completes the Qualifying Period, as set out in any variation to the relevant Assignment Details Form;
“Actual QP Rate of Pay”	means the rate of pay which will be paid to the Agency Worker if and when s/he completes the Qualifying Period, as set out in any variation to the relevant Assignment Details Form;
“Agency Worker”	means _____ supplied by the Employment Business to provide services to the Hirer;
“Agreed Deductions”	means any deductions the Agency Worker has agreed can be made from their pay;
“Assignment”	means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
“Assignment Details Form”	means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;
“AWR”	means the Agency Workers Regulations 2010
“Calendar Week”	means any period of 7 days starting with the same day as the first day of the First Assignment;
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
“Confidential Information”	means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;
“Control”	means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
“Data Protection Laws”	means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) and any applicable statutory and regulatory provisions in force from time to time relating to the protection and transfer of personal data;
“Deductions”	means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;
“Emoluments”	means any pay in addition to the Actual QP Rate of Pay;
“Employment Business”	Eclipse Recruitment Driving Solutions Limited. (registered company no. 6583345) of Foxhall Lodge, Foxhall Road, Nottingham, NG7 6LH
“Engagement”	means the engagement (including the Agency Worker’s acceptance of the Hirer’s offer), employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“First Assignment”	means: (a) the relevant Assignment; or (b) if, prior to the relevant Assignment: i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and ii. the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);
“Hirer”	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced;
“Hirer's Group”	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time Controlled by is or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
“Hourly Rate”	means £ _____ being the minimum gross rate of pay that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker;
“Leave Year”	means the period during which the Agency Worker accrues and may take statutory leave commencing 1 st January and runs until the anniversary of that date;
“Period of Extended Hire”	means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;
“Qualifying Period”	means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms;
“Relevant Period”	means the later of (a) the period of 8 weeks commencing on the day after the <u>last</u> day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Agency Worker worked for the Hirer having been supplied by 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;
“Temporary Work Agency”	means as defined in the Schedule to these Terms;
“Terms”	means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form;
“Transfer Fee”	means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;
“Type of Work”	means _____ and
“WTR”	means the Working Time Regulations 1998

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

2. THE CONTRACT

- 2.1. These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker.
- 2.2. During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.
- 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 Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 (as amended) when introducing or supplying the Agency Worker for Assignments with its Hirers.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 3.1. The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- 3.2. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:
 - 3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and
 - 3.2.2. the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work to the Agency Worker.
- 3.3. At the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with an Assignment Details Form setting out the following:
 - 3.3.1. the identity of the Hirer, and if applicable the nature of their business;
 - 3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
 - 3.3.3. the Type of Work, location and hours during which the Agency Worker would be required to work;
 - 3.3.4. the Actual Rate of Pay that will be paid and any expenses payable by or to the Agency Worker;
 - 3.3.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks; and
 - 3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Hirer 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:
 - 3.4.1. the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker and remains unchanged; or
 - 3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.
- 3.5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.
- 3.6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the First Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition, the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.
- 3.8. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

4. AGENCY WORKER'S OBLIGATIONS

- 4.1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:
 - 4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
 - 4.1.2. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
 - 4.1.3. 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 Hirer;
 - 4.1.4. not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
 - 4.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;
 - 4.1.6. 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 Hirer's or the Employment Business' employees, business affairs, transactions or finances;
 - 4.1.7. on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.2. If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Agency Worker undertakes to:

- 4.2.1. inform the Employment Business of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;
- 4.2.2. provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and
- 4.2.3. inform the Employment Business if s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:
 - 4.2.3.1. completed two or more assignments with the Hirer;
 - 4.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - 4.2.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.
- 4.4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.
- 4.5. The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.
- 4.6. The Agency Worker acknowledges that any breach of his/her obligations set out in these Terms may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

5. TIMESHEETS

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Agency Worker shall deliver to the Employment Business a timesheet 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 Hirer.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
- 5.3. Where the Agency Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business shall make no payment to the Agency Worker for hours not worked.
- 5.4. For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the AWR.

6. PAY AND DEDUCTIONS

- 6.1. For each Assignment the Employment Business shall pay to the Agency Worker the Hourly Rate. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Assignment Details Form.
- 6.2. If the Agency Worker has completed the Qualifying Period on the start of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker the Actual QP Rate of Pay which will be notified on a per Assignment basis and set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 6.3. The Hourly Rate, Actual Pay of Rate or Actual QP Rate of Pay, as applicable, will be paid weekly in arrears, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments.
- 6.4. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 6.5. Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which s/he may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his/her negligence or breach of either the Employment Business's or the Hirer's rules.
- 6.6. If the Employment Business or the hirer provides any equipment or clothing to the Agency Worker, (including vehicles), to be used in the course of an Assignment with the Hirer, the Agency Worker must take reasonable care of the equipment or clothing. Furthermore, the Agency Worker must return any equipment or clothing to the Employment Business upon termination of the Terms or within 3 days of a request from the Employment Business or hirer. In the event that the Agency Worker does not comply with the obligations set out in this clause, the Employment Business reserves the right to deduct the cost of replacement or the cost to make good the equipment or clothing from any sums owed to the Agency Worker. The question of whether the Agency Worker has taken reasonable care of the equipment or clothing will be solely assessed by the Employment Business's reasonable judgement.
- 6.7. If the Agency Worker incurs any fines, penalty notices or any other costs whilst in the course of an assignment for the hirer, unless otherwise agreed in writing with the hirer, the Employment Business reserves the right to deduct the cost from any sums owed to the Agency Worker along with any admin charges that may accompany that charge.
- 6.8. If, following such deduction the Agency Worker owes further monies in respect of equipment, clothing, fines, penalties or any other charges at the time of Termination, the Agency Worker will repay such monies within 7 days of termination of these Terms.

7. ANNUAL LEAVE

- 7.1. The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time.
- 7.2. Entitlement to payment for annual leave under clause 7.1 accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year.
- 7.3. Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR and in accordance with clauses 7.1 and 7.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 7.4. All annual leave must be taken during the course of the Leave Year in which it accrues and, save as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, none may be carried forward to the next year. The Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.5. If the Agency Worker wishes to take paid annual 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 annual leave that s/he wishes to take. In certain circumstances the Employment Business may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Employment Business will inform the Agency Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

- 7.6. Subject to clause 7.3, the amount of payment which the Agency Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Agency Worker has worked on Assignment.
- 7.7. Subject to clause 7.3, in the course of any Assignment during the first Leave Year, the Agency Worker is entitled to request leave at the rate of one-twelfth of the Agency Worker's total holiday entitlement in each month of the leave year.
- 7.8. Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and the Agency Worker does not work on that day, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), the Agency Worker may, upon giving the notice in clause 7.5, take a bank holiday or other public holiday as part of his/her paid annual leave entitlement.
- 7.9. Where these Terms are terminated by either party, the Agency Worker shall repay to the Employment Business an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and the Agency Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any final payment owed to the Agency Worker. If, following such deduction the Agency Worker owes further monies in respect of pay received for annual leave taken but not accrued at the time of Termination, the Agency Worker will repay such monies within 7 days of termination of these Terms.

8. SICKNESS ABSENCE

- 8.1. The Agency Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2. The Agency Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 8.3. 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.
- 8.4. In the event that the Agency Worker submits a Statement of Fitness for Work ("**the Statement**") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5. Where clause 8.4 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

9. TERMINATION

- 9.1. Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability.
- 9.2. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).
- 9.3. If the Agency Worker does not inform the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3) this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- 9.4. If the Agency Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.
- 9.5. If the Agency Worker does not report to the Employment Business to notify his/her availability for work for a period of 3 weeks, this contract for services will automatically terminate and the Employment Business will forward his/her P45 to his/her last known address.

10. INTELLECTUAL PROPERTY RIGHTS

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly, the Agency Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

11. CONFIDENTIALITY

- 11.1. In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:
 - 11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;
 - 11.1.2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and
 - 11.1.3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

12. DATA PROTECTION

The Agency Worker acknowledges that the Employment Business must process personal data about him/her in order to properly fulfil its obligations under these Terms and as otherwise required by law in relation to his/ her engagement in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes.

13. SEVERABILITY

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

14. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, including by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

15. RIGHTS OF THIRD PARTIES

None of the provisions of these Terms are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

16. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of *England & Wales*

Signature:		Date:	
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SCHEDULE: "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

- (a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
- (b) the break is:
 - (i) for any reason and not more than six Calendar Weeks;
 - (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
 - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
 - (iv) wholly due to the fact that the Agency Worker is otherwise entitled which is:
 - i. ordinary, compulsory or additional maternity leave;
 - ii. ordinary or additional adoption leave;
 - iii. ordinary or additional paternity leave;
 - iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
 - v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
 - (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
 - (vi) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
 - (vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
 - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and

(c) the Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i, ii, or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the AWR being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- (a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or
- (b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.

Confidentiality and Social Media

While working for any customer of Eclipse Recruitment you are not permitted to post any content to the internet, written, vocal or visual, which identifies, or could identify you as working for/on behalf of the customer or their customers or staff. Eclipse always expect you to conduct yourselves appropriately and in a professional manner.

Signature:		Date:	
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