

Candidate Registration Form

KINETIC
RECRUITMENT



JOB TITLE:

Please tell us how you heard about this vacancy:

First Name:

Last Name:

1. Personal details

Date of Birth:

Nationality:

Address:

Postcode:

Mobile No.

Home Telephone No.

E-mail address:

National Insurance No.

Are you eligible to take up employment in the UK? Yes No

Driving Licence (if relevant to post applied for)

Yes No

Do you hold a full, clean driving licence valid in the UK?

If no, please give details below

The following questions on health and safety and disability are asked in order to find out your needs in terms of reasonable adjustments that may be required in order to enable you to carry out your work accordingly.

Do you have any health issues or any disabilities that may make it difficult for you to carry out functions which are essential for the role you are applying for?

Yes No

If you selected Yes please specify:

If you have a disability, what are your needs in terms of reasonable adjustments?



Upon offer of employment we reserve the right to request a Criminal Records Bureau Disclosure at Standard level and this disclosure will include details of cautions, reprimands or final warnings as well as convictions.

Please provide details below of any convictions which are not spent under the terms of the Rehabilitation of Offenders Act 1974:

2. Education/Qualifications

Training and Development

Please use the space below to give details of any training or non-qualification based development which is relevant to the post and supports your application.

Training Course

Course Details

(including length of course/nature of training)

Current Membership of any Professional Body/Organisation

Please give details:

3. Employment History

Previous Employment: Please include any previous experience (paid or unpaid), starting with the most recent first.

Current or most recent employer

Name of Employer:

Postcode:

Address:

Email:

Position Held:

Reason for leaving:

Date Started:

Notice Period:

Salary on leaving this post:

Previous employer

Name of Employer:

Postcode:

Address:

Position Held:

Reason for leaving:

Date Started:

Notice Period:

Salary on leaving this post:

4. References/Emergency Contact/Bank Details

Please give the names and addresses of your two most recent employers (if applicable). If you are unable to do this, please clearly outline who your referees are. Please ensure that your referees cover the past 2 years with any gaps explained. If you need further space please use the back page.

Reference 1

Name:

Job Title:

Organisation:

Address:

Contact No:

Email:

How is this person known to you:

Do you wish to be consulted before this referee is approached:

Yes

No

Reference 2

Name:

Job Title:

Organisation:

Address:

Contact No:

Email:

How is this person known to you:

Do you wish to be consulted before this referee is approached:

Yes No

We reserve the right to contact any of your other previous employers within the last three years.

Bank Details

Bank Name:

Account Name:

Account Number:

Sort Code:

5. Availability Holidays Booked:

Shifts preferred:
(please tick)

Days Evening Weekends Nights

Minimum notice needed to work:

Emergency Contact

Name:

Contact Number:

Relationship:

The information you have provided on this form and on any other documentation will be used by Kinetic Driver Recruitment & Training to find you work. In providing this service to you, we may be required pass this information on to third parties within law enforcement to prevent or detect crime, to protect public funds, or in any other way permitted or required by law.

Name:

Date:

Declaration

Please read the following declaration and sign it in the appropriate place below. If this declaration is not completed and signed, your application will not be considered:

I agree that SH PRATT GROUP can create and maintain computer and paper records of my personal data and that this will be processed and stored in accordance with the Data Protection Act 1998.

I confirm that all the information given by me on this form is correct and accurate and I understand that if any of the information I have provided is later found to be false or misleading, any offer of employment may be withdrawn or employment terminated. I consent to my personal data and CV being forwarded to potential employers. I also consent to references being obtained and passed on to potential employers. If during the course of temporary employment, an employer wishes to employ me directly, I acknowledge that Kinetic Driver Recruitment & Training will be entitled wither to charge the client an introduction/transfer fee, or agree an extension of the hiring period with the client (after which I may be employed by the client without any further charges being applicable).

Name:

Date:

6. Driver Assessment

1. What is the maximum number of days on which you can drive in a week?

- A) 4 days
- B) 5 days
- C) 6 days
- D) 7 days

2. What is the total number of Working Time Directive hours that you must not exceed per week?

- A) 45 hours
- B) 48 hours
- C) 56 hours
- D) 60 hours

3. Which of the following is correct when taking a split break?

- A) Three 15 minute breaks
- B) 15 minutes followed by 30 minutes
- C) 30 minutes followed by 15 minutes
- D) 20 minutes followed by 25 minutes

4. How many hours training do you need to renew your CPC card?

- A) 20 hours
- B) 25 hours
- C) 35 hours
- D) 45 hours

5. What should you do if the load on your lorry becomes insecure?

- A) Continue at a slower speed to ensure the load does not fall off
- B) Attach hazard boards to the load to warn other road users
- C) Park and re-secure the load before continuing
- D) Inform the transport office at the earliest opportunity



6. You are approaching a bridge which has no height restriction on it. What is the minimum height under the bridge?
- A) 3.6 metres (11 feet 10 inches)
 - B) 4.4 metres (14 feet 5 inches)
 - C) 4.8 metres (16 feet)
 - D) 5 metres (16 feet 6 inches)
7. Under EU rules your normal daily rest period should be at least...
- E) 8 hours
 - F) 11 hours
 - G) 13 hours
 - H) 15 hours
8. Under EU rules your daily rest can be reduced to 9 hours. For how many days per week is this allowed?
- E) 1 day
 - F) 2 days
 - G) 3 days
 - H) 4 days
9. At the end of your working week you have driven a total of 56 hours, under EU rules what is the maximum number of hours you can drive in the following week?
- E) 34
 - F) 36
 - G) 38
 - H) 40
10. Why should you carry out a daily walk-round check before setting off?
- A) To check your route
 - B) To check for any parking violations
 - C) To check your schedule
 - D) To check for any defects

7. Equality & Diversity Statement

KINETIC DRIVER RECRUITMENT operates an equal opportunities policy. This means that we will not unlawfully discriminate, directly or indirectly, against people on the grounds of their sex, marital status, age or disability, or on the grounds of race, colour, national origin or political opinions or religious beliefs. KINETIC DRIVER RECRUITMENT will not discriminate in advertising, selecting, offering training or providing benefits and services. KINETIC RECRUITMENT will ensure that each candidate is assessed only in accordance with the candidate's merits, qualification and ability to perform the relevant duties required by the vacancy. The following is for KINETIC DRIVER RECRUITMENT monitoring purposes only and is voluntary.

If you do not wish to complete this section it will in no way prejudice your application.

Name:

Date:

8. Workforce Agreement

This Agreement is made on: _____ (date)

This workforce agreement is between

1. (Kinetic Driver Recruitment & Training), of Unit 7 Laporte Way, Luton LU4 8EN.(The Employment Business)

AND

2. (Worker Name) _____ of

(Address) _____ (Temporary Worker)

In accordance with the provisions of the Road Transport (Working Time) Regulations 2005, the employment business and the temporary worker have agreed to adopt the option for flexibility provided by the regulations in respect of night work limits and reference periods for calculating the 48 hour working time.

1. Definitions

“The locations”

Shall mean the branch address of Kinetic Driver Recruitment & Training which is where you obtain your assignments and submit your weekly timesheets to.

“The Regulations”

Refers to the Road Transport Working Time Regulations 2005

“The Temporary Worker”

Refers to the above named worker engaged by Kinetic Driver Recruitment & Training at any branch address.

“Night Worker”

Refers to night workers as defined by the Working Time Regulations 2005

2. Scope of Agreement

This agreement is made pursuant to regulation 9(2) (extended night work limit) and 4(3)a setting fixed calendar reference periods.

3. Term of Agreement

This agreement will remain in force for a period of 5 years, after 5, when it will cease to have effect or until it is terminated by either party at any time giving 3 months notice in writing to the other party.

4. Operative Provisions

The parties acknowledge and agree that the regulations will impact upon the manner in which the association is managed and conducted. The parties believe that it is in the benefit of both the Employment Business and the Temporary Worker for certain provisions of the regulations to be extended or modified.

5. Night Work Limit

The Night Worker agrees to work beyond the 10-hour night work limit stated in the regulations, however only to the extent where this would not be in breach of other provisions stated in the EU Drivers Hours Regulations 561/2006. The workforce reserves the right to review and amend the derogation with regards to working beyond the 10 hour limit where there is a change to a work pattern which may impact the individual while on night shift work.

6. Reference Period.

The reference period for the calculation of the average weekly hours shall be 17 weeks for the first period commencing 31/12/2015 and 26 weeks thereafter

7. Declaration.

- I elect to opt out of the maximum 10 hours working time limit
- I agree to work up to a limit within a 24 hour period of 10 maximum night work



Signed by temporary worker:

Date:

Signed by Employment Business:

Date:

9. Conduct Regulations OPT Out Notice – Limited Company Application Only

NOTE TO LIMITED COMPANY CONTRACTOR: Limited company contractors can opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (in England, Scotland and Wales) or the Conduct of Employment Agencies and Employment Businesses (Northern Ireland) Regulations 2005 (in Northern Ireland). If, you, the Intermediary, and the Agency Worker to be supplied to do the work wish to opt out of the Conduct Regulations, please read this form carefully. It is recommended that you take independent legal advice so that you know what the opt-out means for you.

In this opt out notification we use the terms “Intermediary” and “Agency Worker” to mean the limited company and the limited company contractor respectively. These are terms used in the Agency Workers Regulations 2010 (in England, Scotland and Wales) and the Agency Workers (Northern Ireland) Regulations 2011 (in Northern Ireland).

Parties:

- (1) Company Name: [Company No:]
- (2) of [Address:](the “Intermediary”)
- (3) the “Agency Worker”)

1. This Opt Out Notification is supplemental to the agreement (“the Agreement”) between [Kinetic Driver Recruitment & Training (SH PRATT GROUP)] and the Intermediary. The terms used in this notification shall have the same meaning as those defined in the Agreement.

2. The Intermediary and the Agency Worker acknowledge that it is their intention that the provisions of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the “Conduct Regulations”) do not apply to [the Assignment with Kinship Logistics or. [any [future] assignment agreed between the Parties.

3. The Parties have freely entered into this Opt Out notification.

4. Further that the Intermediary and the Agency Worker are free to withdraw from this Opt Out notification at any time by giving not less than one week’s written notice to Kinetic Driver Recruitment & Training. However, where notice is given during an Assignment it will not take effect until the Individual stops working in that Assignment and commences a new assignment.

5. We the undersigned have read, understand and agree to be bound by the terms of this Opt Out notification. In particular, we understand that by signing this Opt Out notification we are agreeing that the provisions of the Conduct Regulations shall not apply to [the Assignment with Kinship Logistics or any [future] assignment agreed between the Parties.

Signed

(The Agency Worker)

Signed

For and on behalf of the Intermediary
[insert position: _____]

I confirm I am authorised to sign this Opt-Out Notification for and on behalf of the Intermediary.

Name _____ Name _____

Dated _____ Dated _____

10. Congestion Charge Penalty Notices and Road Traffic Fines

Please note that any congestion charge penalty notices or road traffic fines (including parking tickets and bus lane fines) are the responsibility of our drivers. The full cost of any incurred fines will be passed on to you and we reserve the right to charge an admin fee of £20 per fine.

We will contact you immediately to inform you of any occurrences that result in a deduction having to take place giving you notice of the monies to be deducted from your salary. We will also send you a copy of all relevant documentation detailing the circumstances of any given traffic offence. If the fine is substantial we will consider splitting the deduction over a 2 week period.

If your route takes you into a congestion charge zone please ensure you inform us immediately verbally and in writing to ensure that the relevant charges are paid promptly.

Please sign the declaration below to confirm that you understand the above and accept that you will be liable for any charges levied to us by any clients you are working for.

I _____ am in receipt of and understand the procedure on vehicle related fines and congestion charge zones. I understand that any fines levied by the client to Kinetic Recruitment will be passed on to me and arrangements made for the money to be deducted by my salary.

Signed _____ Date _____

KINETIC RECRUITMENT MOBILE PHONE & SAT NAV POLICY

As part of our Recruitments overall health and safety policy, we are committed to reducing the risks which our staff and drivers face and create when driving for work.

Legislation on the use of mobile phones states that it is illegal to use a mobile phone or Sat Nav in a vehicle whilst driving unless you have 'hands-free' access, such as;

- A Bluetooth headset
- Voice Command
- A dashboard holder or mat
- A windscreen mounts
- A built in Sat Nav
- The device must not block your view of the road and traffic ahead.

The purpose of this document is to give advice to drivers of what Kinetik expects of you, with regard to the use of the phone, and your health and safety.

When you are driving any vehicle, our policy is that you will drive safely and be in full control of your vehicle at all times. To achieve this our policy states...

- You must never use a hand-held phone or other device whilst driving. This includes...
- Making or receiving calls, sending or reading texts or emails, take send or view photos or films, use Apps or surf the internet.
- You should let your calls go to voicemail and only retrieve and respond to messages during rest breaks. Ideally phones should be switched off and put out of reach (e.g. in the glove compartment so the driver is not tempted to switch the device on or to answer it if it rings.
- There is no management expectation from Kinetik for you to take or receive information or calls whilst driving.
- A Hands-Free phone can be used as a Sat Nav but only while securely held in a cradle and the route has been programmed before the journey. If a driver needs to input new directions, they should only do so when parked in a safe place, with the vehicle engine switched off. (This also applies to conventional Sat Nav).

A Hands-Free phone can be used only in conjunction with a Bluetooth headset or a voice command phone, though it is important to note that, whilst this is legal practice you can still be prosecuted if deemed not to be in proper control of the vehicle. The penalty for this is a fine of up to £1000, three penalty points and a discretionary disqualification. You can also be charged with not being in proper control of a vehicle for the below activities,

- Eating, drinking, smoking, reading a map as well as in vehicle technology. These create a crash risk.

Failure to comply with any of the above can increase the risk of a road traffic accident, causing injury to themselves and/or other people.

The penalty for using a hand-held phone whilst driving is £200 fine and 6 penalty points. New drivers who have had held their driving licence for less than two years, will have their licence revoked after a single offence and have to obtain a provisional licence, only drive when displaying L plates and while under supervision until they have taken and passed their theory and practical driving tests again.

We will be ensuring that this policy is effective by carefully monitoring any breaches found and will take necessary action should these be proven. The intention is to ensure you understand & conform to this policy and any suggestions for improvement should be forwarded to The Head of Operations at Kinetic Driver Recruitment & Training.

This policy will be reviewed in three months.

Please sign the slip below and return to the Kinetic Recruitment.

From.....

I have read and understand the policy guidelines on the use of mobile phones whilst driving.

Date Signed.....

Job title

CONTRACT 6: TERMS OF ENGAGEMENT WITH A LIMITED COMPANY CONTRACTOR WHO HAS OPTED OUT OF THE CONDUCT REGULATIONS (WITHIN IR35)

May 2015

THE PARTIES

- (1) [] Limited (registered company no. [] of [] (“the Intermediary”).
- (2) [SH Pratt Group] Limited (registered company no. [09829915] [trading as [Kinetic Driver Recruitment & Training] of [Unit 7, Sovereign Park, Luton, LU4 8EL) (“the Employment Business

RECITALS

- (A) The Intermediary carries on the business of the provision of contractor services and has agreed to provide the services (“the Intermediary Services”) as specified in the relevant Assignment Details Form.
- (B) The Employment Business has requested the Intermediary and the Intermediary has agreed with the Employment Business, to provide the Intermediary Services to the Hirer on the terms and subject to the terms of this Agreement.

1. DEFINITIONS AND INTERPRETATIONS

1.1. In this Agreement the following definitions apply:

“Agency Worker” means such of the Intermediary’s employees, workers, officers or representatives supplied to provide the Intermediary Services; and

“AWR” means the Agency Workers Regulations 2010

“Assignment” means the Intermediary Services to be performed by the Agency Worker for a period of time during which the Intermediary is supplied by the Employment Business to provide the Intermediary Services to the Hirer;

“Assignment Details Form” means confirmation of the Assignment details to be given to the Intermediary upon acceptance of the Assignment;

“Calendar Week” means any period of seven days starting with the same day as the first day of the First Assignment;

“Companies Acts” means the Companies Acts 1985, 1989 and 2006;

“Conduct Regulations” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“Confidential Information” shall mean 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 this Agreement, 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 Intermediary 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 this Agreement 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, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;

“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) requiring the Intermediary Services and identified in the Assignment Details Form;

“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 is Controlled by 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;

“Intermediary Fees” means the fees payable to the Intermediary for the provision of the Intermediary Services as set out in the relevant Assignment Details Form;

“IR35 Legislation” means Chapter 8 of Part 2 of ITEPA;

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003;

“Losses” means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands; and “Loss” shall be construed accordingly;

“NICs Legislation” means the Social Security (Categorisation of Earners) Regulations 1978

“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 this Agreement;

“Relevant Terms and Conditions” means terms and conditions relating to:

(a) pay;

(b) the duration of working time;

(c) night work;

(d) rest periods;

- (e) rest breaks; and
- (f) annual leave

that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

“Reporting Requirements” means the requirements of the Income Tax (Pay as you Earn) (Amendment No. 2) Regulations 2015.

“Specified Intermediary” means the party required to submit the report to HMRC in compliance with the Reporting Requirements.

“Temporary Work Agency” means as defined in [the Schedule to this Agreement; and

“Working Time Regulations” means the Working Time Regulations 1998.

1.2. Unless the context requires otherwise 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.

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 this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

2. THE AGREEMENT

2.1. This Agreement together with the attached Schedule and any applicable Assignment Details Form constitutes the entire agreement (“the Agreement”) between the Employment Business and the Intermediary for the supply of the Intermediary Services to the Hirer and shall govern all Assignments undertaken by the Intermediary. However no contract shall exist between the Employment Business and the Intermediary between Assignments. This Agreement shall prevail over any other terms put forward by the Intermediary.

2.2. For the avoidance of doubt this Agreement shall not be construed as a contract of employment between any Agency Worker supplied to provide the Intermediary Services and either the Employment Business or the Hirer and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Intermediary.

2.3. No variation or alteration to this Agreement shall be valid unless details of such variations are agreed between the Employment Business and the Intermediary and are set out in writing.

3. RELATIONSHIP BETWEEN THE EMPLOYMENT BUSINESS AND THE INTERMEDIARY AND BETWEEN THE HIRER AND THE INTERMEDIARY

3.1. The Intermediary acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

3.1.1. the suitability of the work to be offered shall be determined solely by the Employment Business;

3.1.2. the Employment Business shall incur no liability to the Intermediary should it fail to offer opportunities to work to the Intermediary; and

3.1.3. the Intermediary shall not be obliged to accept any Assignment offered by the Employment Business.

3.2. The Intermediary acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Agency Worker (including but not limited to the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Intermediary Services are provided) shall fall upon and be discharged wholly and exclusively by the Intermediary.

3.3. Nothing in this Agreement shall render any Agency Worker an employee or worker of either the Employment Business or the Hirer. The Intermediary shall ensure that the Agency Worker does not hold him/herself out as an employee or worker of either the Employment Business or the Hirer. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the Agency Worker is an employee/employees or worker/workers of the Employment Business or the Hirer, the Intermediary shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related Losses which the Employment Business or Hirer shall incur.

3.4. 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 Working Time Regulations, 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) and the Intermediary will give the Agency Worker any such entitlements.

3.5. Save to the extent any such Loss results from any act or omission of the Employment Business or the Hirer, the Intermediary shall indemnify and keep indemnified the Employment Business (or, as the case may be, the Hirer) against any Losses the Employment Business (or the Hirer) may suffer or incur as a result of any claim made by or on behalf of the Agency Worker under the AWR.

3.6. As a Temporary Work Agency, the Intermediary will comply with the AWR in all relevant respects.

3.7. As a Temporary Work Agency, the Intermediary will notify the Employment Business as soon as possible prior to the commencement of the first Assignment under this Agreement if the Agency Worker has a permanent contract of employment with the Intermediary that satisfies the requirements of Regulation 10 of the AWR and immediately if and when any such contract is terminated.

4. WARRANTIES PROVIDED BY THE INTERMEDIARY

4.1. The Intermediary warrants to the Employment Business that:

4.1.1. by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party;

4.1.2. the Agency Worker has the necessary skills and qualifications to perform the Intermediary Services;

4.1.3. the Intermediary and the Agency Worker providing the Intermediary Services have agreed to opt out of the Conduct Regulations and have signed an agreement to that effect and as such understand that none of the Conduct Regulations apply to this Assignment. Further the Intermediary warrants that it will only supply staff to perform the Intermediary Services who have opted out of the Conduct Regulations;

4.1.4. the Intermediary is not a "managed service company" as defined in section 61B of ITEPA[but that it is a personal service company] and is not in breach of the IR35 Legislation;

4.1.5. the Intermediary is not incorporated or registered in a jurisdiction outside of the UK[, EU or Isle of Man.

4.1.6. the Intermediary will comply at all times with ITEPA and the NICs Legislation including in particular in relation to the deduction of the appropriate PAYE and national insurance deductions and payment of the appropriate employers' national insurance contributions.

4.1.7. all information the Intermediary provides to the Employment Business in order to comply with the Reporting Requirements and clauses 5.1.11 to 5.1.14 is complete and accurate.

4.2. The Intermediary shall procure that the Agency Worker, any sub-contractor or assignee performing the Intermediary Services warrant that they are not and do not operate as 'managed service companies' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003[but that they are personal service companies] which are compliant in all respects with the IR35 Legislation.

4.3. The Intermediary warrants to the Employment Business that the Agency Worker has consented in writing to the Employment Business, any other intermediary involved in supplying the services of the Intermediary and the Agency Worker to the Hirer (now or in the future) and the Hirer:

4.3.1. processing the Agency Worker's personal data for purposes connected with the provision of the Intermediary Services and pursuant to this Agreement; and

4.3.2. exporting and/or processing the Agency Worker's personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of this Agreement.

5. INTERMEDIARY'S OBLIGATIONS

5.1. The Intermediary agrees on its own part and on behalf of the Agency Worker as follows:

5.1.1. to co-operate with the Hirer's reasonable instructions and accept the direction of any responsible person in the Hirer's organisation within the scope of the Assignment;

5.1.2. to observe any relevant rules and regulations of the Hirer's establishment or the premises where the Intermediary Services are being provided which have been brought to the attention of the Intermediary or which the Intermediary might reasonably be expected to ascertain; including but not limited to those relating to health and safety to the extent that they are reasonably applicable to the Intermediary and the Agency Worker;

5.1.3. to take all reasonable steps to safeguard its own safety, the safety of the Agency Worker and the safety of any other person who may be affected by the actions of the Agency Worker whilst on the Assignment;

5.1.4. to comply with the Data Protection Laws in respect of any personal data which the Intermediary is granted access to for the purpose of or by reason of the performance of the Intermediary Services;

5.1.5. not at any time divulge to any person, nor use for its 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;

5.1.6. not to engage in any conduct detrimental to the interests of the Employment Business and/or the 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;

5.1.7. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;

5.1.8. not to sub-contract or assign to any third party any of the Intermediary Services which it is required to perform under any Assignment;

5.1.9. to furnish the Hirer and/or the Employment Business with any progress reports as may be requested from time to time;

5.1.10. to notify the Employment Business forthwith in writing if it should become insolvent, or if any of the arrangements set out in clauses 9.2.5 to 9.2.7 apply;

5.1.11. to confirm in writing whether or not the Agency Worker has a material interest (as defined in section 51 ITEPA) in the Intermediary. A "material interest" includes holding more than 5% of the shares of the Intermediary;

5.1.12. to comply with all all relevant legal obligations, including but not limited to ITEPA, the NICs Legislation, VAT legislation and the Companies Acts;

5.1.13. to provide the Employment Business with all such information it may require to comply with (a) the Reporting Requirements where it is the Specified Intermediary or (b) any contractual obligations the Employment Business has to provide information to the Specified Intermediary (where it is a party other than the Employment Business) to enable the Specified Intermediary to comply with its Reporting Requirements;

5.1.14. to update the Employment Business promptly where any of the information required under clauses 5.1.11 to 5.1.13 inclusive changes;

5.1.15. to notify the Employment Business in writing immediately if it becomes subject to a HMRC investigation or compliance activity including but not limited to any of ITEPA, the NICs legislation or VAT legislation;

5.1.16. to provide the Employment Business with a copy of the terms under which the Intermediary has engaged the Agency Worker.

5.2. As soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Intermediary undertakes to:

5.2.1. inform the Employment Business of any Calendar Weeks between 1 October 2011 and 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 Intermediary and/or the Agency Worker believes count or may count toward the Qualifying Period; and

5.2.2. 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

5.2.3. inform the Employment Business if, since 1 October 2011, the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:

5.2.3.1. completed two or more assignments with the Hirer;

5.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or

5.2.3.3. 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.

5.3. If the Agency Worker is unable for any reason to provide the Intermediary Services during the course of an Assignment, the Intermediary should inform the Employment Business as soon as possible, but in any event no later than 1 hour after the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Intermediary should alternatively inform the Hirer and then the Employment Business as soon as possible.

5.4. If, either before or during the course of an Assignment, the Intermediary becomes aware of any reason why it or the Agency Worker may not be suitable for an Assignment, the Intermediary shall notify the Employment Business without delay.

5.5. The Intermediary acknowledges that any breach of its obligations set out in this clause may cause the Employment Business to suffer Loss and that the Employment Business reserves the right to recover such Loss-

es from the Intermediary by way of set off or deduction from any sums owed by the Employment Business to the Intermediary.

6. OBLIGATIONS OF THE EMPLOYMENT BUSINESS

6.1. Throughout the term of this Agreement the Employment Business will:

6.1.1. pay the Intermediary the agreed Intermediary Fees in respect of the provision of the Intermediary Services in accordance with clause 8, subject to any right of set off or deduction in clause 5.5;

6.1.2. furnish the Intermediary with sufficient information about the Assignment in the relevant Assignment Details Form in order for the Intermediary to arrange for the Intermediary Services to be carried out; and

6.1.3. advise the Intermediary of any health and safety information or advice which it receives from the Hirer which may affect the Agency Worker during the Assignment.

7. TIMESHEETS AND INVOICING

7.1. At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than 1 week or is completed before the end of a week) the Intermediary shall deliver to the Employment Business the Employment Business' timesheet duly completed to indicate the number of hours worked by the Intermediary during the preceding week.

7.2. The timesheet must be signed by an authorised representative of the Hirer. The timesheet must be accompanied by an invoice from the Intermediary for the Intermediary Fees due from the Employment Business to the Intermediary for the hours worked in that week. Such invoice should bear the Intermediary's name, the name of the Agency Worker who provided the Intermediary Services, the Intermediary's company registration number and VAT number, and should state any VAT due on the invoiced sum.

7.3. In order to ensure prompt payment, such timesheets should be received by the Employment Business by no later than 18:00 on Sunday the following the week to which they relate.

8. FEES

8.1. The Employment Business will pay the Intermediary the Intermediary Fees within 7 days of receipt of [the Intermediary's timesheet and invoice. Payment of the Intermediary Fees from the Hirer is subject to:

8.1.1. the satisfactory performance of the Intermediary Services;

8.1.2. the Intermediary's compliance with this Agreement;

8.1.3. the Employment Business' receipt of the Intermediary's invoice in accordance with clause 7 above; and

8.1.4. payment by the Hirer of the Employment Business' charges for the Intermediary Services.

8.2. Subject to clause 8.9, if the Agency Worker:

8.2.1. has completed the Qualifying Period on the start date of the relevant Assignment, the Employment Business reserves the right to vary the Intermediary Fees if there is any variation in (a) (pay) of the Relevant Terms and Conditions; or

8.2.2. completes the Qualifying Period during the relevant Assignment, in order to comply with the equal treatment provisions of the AWR in relation to the Agency Worker in respect of pay, the Employment Business reserves the right to vary the Intermediary Fees from the day after the date on which the Agency Worker completes the Qualifying Period and thereafter if there is any variation in (a) (pay) of the Relevant Terms and Conditions.

Any such variation will be as set out in a variation to the relevant Assignment Details Form and the Intermediary shall ensure that, if at any time the Employment Business varies the Intermediary Fees in accordance with this clause 8.2, the Intermediary will, at the same time, make the same variations to the corresponding payments the Intermediary makes to the Agency Worker.

8.3. Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid annual leave (save where the Intermediary is a Temporary Work Agency and it is agreed in the relevant Assignment Details Form that the Agency Worker has a permanent contract of employment with the Intermediary that satisfies the requirements of Regulation 10 of the AWR) and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the Working Time Regulations provided by the Intermediary. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how any payment for such entitlement accrues in respect of the relevant Assignment will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form and the Intermediary will pass this information on to the Agency Worker and, if the Intermediary receives any such payment(s) for leave from the Employment Business, the Intermediary will make the same payment(s) to the Agency Worker.

8.4. Subject to clause 8.9, 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, the Agency Worker may be entitled to receive a bonus. The Intermediary will, and will procure that the Agency Worker will, comply with any requirements of the Employment Business and/or the Hirer relating to the assessment of the Agency Worker's performance for the purpose of determining whether or not the Agency Worker is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant criteria, the Agency Worker is entitled to receive a bonus, the Employment Business will pay the bonus to the Intermediary and the Intermediary will pay the bonus to the Agency Worker.

8.5. The Intermediary shall be responsible for the deduction of any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Agency Worker for any Assignment [(including any social fund contributions payable in any other Member State pursuant to a valid A1, E101 or E102 certificate issued to any of the Agency Worker)]

8.6. All payments due from the Employment Business will be made to the Intermediary and not to any third party or Agency Worker, any sub-contractor or assignee.

8.7. The Employment Business shall not be obliged to pay the Intermediary for any periods during which the Intermediary Services are not provided, whether this is due to the Intermediary being unable to provide the Intermediary Services or where the Hirer does not require the Intermediary Services or otherwise in respect of holidays (save as where may be the case in accordance with clause 8.3), illness or absence of the Agency Worker.

8.8. The Intermediary shall bear the cost of any training which the Agency Worker may require in order to perform the Intermediary Services.

8.9. Clauses 8.2 and 8.4 will not apply where the Agency Worker has a permanent contract of employment with the Intermediary that satisfies the requirements of Regulation 10 of the AWR.

9. TERM AND TERMINATION

9.1. An Assignment may be terminated by either the Employment Business or the Intermediary giving the other party in writing the period of notice specified in the relevant Assignment Details Form.

9.2. Notwithstanding clauses 9.1 and 9.3 of this Agreement, the Employment Business may without notice and without liability instruct the Intermediary to cease work on an Assignment at any time, where:

9.2.1. the Intermediary has acted in breach of the rules and regulations applicable to third parties providing services to the Hirer or to the Hirer's own staff; or

9.2.2. the Intermediary has committed any serious or persistent breach of any of its obligations under this

Agreement; or

9.2.3. the Hirer reasonably believes that the Intermediary has not observed any condition of confidentiality from time to time;

9.2.4. the Hirer is dissatisfied with the Intermediary's provision of the Intermediary Services and has terminated the Assignment; or

9.2.5. either the Hirer or the Intermediary is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or

9.2.6. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Hirer or the Intermediary; or

9.2.7. an order is made for the winding up of the Hirer or the Intermediary, or where the Hirer or the Intermediary passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or

9.2.8. the Intermediary or the Agency Worker is suspected of any fraud, dishonesty or serious misconduct; or

9.2.9. the Intermediary is unable to perform the Intermediary Services for [2 days] or more; or

9.2.10. the Employment Business suspects or believes that the Intermediary has not complied with the requirements of ITEPA or the NICs Legislation.

9.3. The Intermediary 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 Intermediary.

9.4. Failure by the Intermediary to give notice of termination as required in the relevant Assignment Details Form shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Intermediary for any resulting Losses suffered by the Employment Business.

10. INTELLECTUAL PROPERTY RIGHTS

The Intermediary acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Intermediary Services shall belong to the Hirer. Accordingly the Intermediary shall (and shall procure that any relevant 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 Intermediary agrees on its own part and on behalf of the Agency Worker 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 it or the Agency Worker 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. COMPUTER EQUIPMENT WARRANTY

The Intermediary shall ensure that any computer equipment and associated software which it provides to the Agency Worker for the purpose of providing the Intermediary Services contains anti-virus protection with the latest released upgrade from time to time.

13. RESTRICTION

The Intermediary shall not (and shall procure that the Agency Worker shall not) during the Assignment or for a period of 6 months following the termination of the Assignment supply the services of the Agency Worker directly, or through any other person, firm or Employment Business, to any Hirer for which s/he has carried out Assignments at any time during the previous 6 months [save in the case of supply through an employment business with whom the Intermediary was also registered at the date of commencement of the last Assignment].

14. CONTRACT MONITORING AND AUDITS

14.1. The Employment Business reserves the right to audit the Intermediary on a quarterly basis to ensure compliance with this Agreement and all statutory requirements in relation to all Agency Workers supplied to provide the Intermediary Services including in particular but not limited to ITEPA and the NICs Legislation. The Employment Business will give the Intermediary 2 days' notice of such audit.

14.2. To assist the Employment Business in its audit the Intermediary will:

14.2.1. maintain such records as are necessary to comply with this Agreement and all statutory requirements in relation to all Agency Workers supplied to provide the Intermediary Services, and will provide copies of the same to the Employment Business on request;

14.2.2. provide the Employment Business with access to its premises and original records relating to all Agency Workers supplied to provide the Intermediary Services.

15. LIABILITY

15.1. The Intermediary shall:

15.1.1. be liable for any Losses or injury to any party resulting from the deliberate and/or negligent acts or omissions of the Intermediary or Agency Worker during an Assignment; and

15.1.2. ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Intermediary and the Agency Worker during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

16. INDEMNITY

The Intermediary shall indemnify and keep indemnified the Employment Business against any Losses suffered or incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HM Revenue and Customs and any successor, equivalent or related body pursuant to the IR35 Legislation, ITEPA or the NICs Legislation and/or any supporting or consequential secondary legislation relating thereto).

17. SEVERABILITY

If any of the provisions of this Agreement 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.

18. NOTICES

All notices which are required to be given in accordance with this Agreement 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, 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.

19. THIRD PARTY RIGHTS

19.1. Save as set out in clause 19.2, none of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties (other than permitted assignees who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

19.2. The Hirer shall be entitled to rely on and enforce the indemnities in clause 3.5 given by the Intermediary in favour of the Hirer, notwithstanding that the Hirer is not a party to this Agreement.

20. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales

Signed for and on behalf of the Employment Business

[print name here]

Signed for and on behalf of [] Ltd.

[print name here]

I am authorised to sign these Terms for and on behalf of the Intermediary.

Date

Please submit your form by email to: info@kineticrecruitment.uk

Attach a copy of your completed Candidate Application.

Please also include the following:

Proof of NI Number

Driving Licence

Driver Card

CPC card

Proof of Address (Utility bill)

Passport/ID Card

Proof of business account

Company Certificate of Incorporation

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