



Application Form

Title – Mr/Miss/Mrs/Ms/Other _____ Surname - _____ First Name - _____	Address (full) _____ _____ _____ Postcode _____
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What type of work are you available for? Temporary - <input type="checkbox"/> Part time - <input type="checkbox"/> Permanent - <input type="checkbox"/> Full time - <input type="checkbox"/>	Home Telephone - _____ Mobile Telephone - _____ Work Telephone - _____ Email Address - _____
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D:O:B - ____/____/____ Not Mandatory	Nationality - _____
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National Insurance Number - _____	Availability Date - _____
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Emergency Contact Name and Number - _____

Do you have – Own Transport Driving License Any License Endorsements

What distance would you be prepared to travel to work? _____ miles Would you Relocate? Yes <input type="checkbox"/> No <input type="checkbox"/>	What are your preferred locations to work? North Belfast <input type="checkbox"/> East Belfast <input type="checkbox"/> South Belfast <input type="checkbox"/> West Belfast <input type="checkbox"/> Outside Belfast <input type="checkbox"/> Any <input type="checkbox"/>
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Preferred Working Days –
Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Preferred Shifts –
Days Nights Evenings Weekends

What type of work are you looking for? –

Nursing and Care Hospitality and Catering Office Support Driving
Technical and Engineering Production and Warehouse Other (Please indicate)

Do you smoke? Yes No Can Refrain

Education History –

Date (From – To) Inc. Months	Establishment	Qualifications

Professional Qualifications (FFC, CIMA etc) -

Date	Qualification

Additional Training -

Date	Qualification



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Previous Experience -

(Please start with most recent employers)

Company Name - _____	Start Date - _____
Company Address - _____	Finish Date - _____
_____	Position - _____
Reason for leaving –	
Responsibilities, Achievements and Skills used in this position –	

Company Name - _____	Start Date - _____
Company Address - _____	Finish Date - _____
_____	Position - _____
Reason for leaving –	
Responsibilities, Achievements and Skills used in this position –	

Company Name - _____	Start Date - _____
Company Address - _____	Finish Date - _____
_____	Position - _____
Reason for leaving –	
Responsibilities, Achievements and Skills used in this position –	

References - Please state two referees –

Name - _____

Company - _____

Position - _____

Telephone - _____

Name - _____

Company - _____

Position - _____

Telephone - _____

Is there any in particular companies or organisations you do NOT wish to work for?

Have you registered with any other recruitment agencies?

Yes No

If yes, What agencies have you registered with already? - _____

Payment Information – *LML Recruitment transfers payments via BACS. Please ensure that the information entered below is correct so that you receive a prompt payment.*

Name of Bank or Building Society -

Address of Bank or Building Society -

Postcode –

Name on Account -

Account Number -

Bank Sort-Code -

Building Society Number (If accessible) –

National Insurance Number –

Are the above details your own bank account? Yes No

If No, What is the name of the account holder? _____



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(Only if Applicable)

Limited Company Details -

Name of Company -

Address of Company –

Postcode –

VAT No. -

WTR Opt Out -

I declare that all of the information above is correct and accurate. I authorize LML Recruitment Solutions to credit the above account in respect of payments due to me.

Signed: _____

Date: _____

Interviewers Worksheet (Office Use Only)

Additional Information or Comments:

Health and Safety Policy for Temporary Candidates

LML Recruitment is committed to act in the best interests for both our Candidates and Clients. It is important that reasonable steps are taken to ensure your health safety and well-being whilst working at various sites. However you too have a responsibility have a similar duty to ensure:

- You familiarise yourself with the environment you are working in, ie: The health and safety policies, fire regulations and first aid policies.
- Comply with any inductions and training you are given
- Only carry out duties that you are trained and competent to do and are authorized to undertake.
- Notify LML Recruitment if you have changes to your circumstances that may affect your ability to carry out your duties.
- Always act in a responsible and mature manner with respect for the environment you are working in and of those around you.

You should also:

- Report any defects in equipment and never operate it when it is unsafe.
- Report ALL incidents that could result in personal injury or damage to BOTH your supervisor and to LML Recruitment.
- Any incidents that make you feel uncomfortable or uneasy should be reported to your supervisor AND LML Recruitment.
- Always act in a responsible and dignified way.

I confirm I have read the above and understand my health and safety responsibilities

NAME: _____ DATE: _____

SIGNED: _____

Medical and Health Questionnaire

LML Recruitment Solutions needs to ensure that all temporary workers have an understanding of their responsibilities towards health and safety. We require all applicants to complete the following assessment for their own safety and the safety of the people around them.

Do you or have you suffered from any of the following conditions below?

- | | | |
|---|------------------------------|-----------------------------|
| Epilepsy, Blackouts, Fits, Migraine, Fainting... etc? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Mental or Nervous Breakdown? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Lung Disease, Inc. Asthma, Bronchitis, Tuberculosis? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Abdominal condition, Inc. Hernia? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Eye or Ear conditions? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Do you have any known skin allergies? Yes No

Do you suffer from heart disease, Inc. High or low blood pressure or any other medical problem that could affect your working efficiency?

Yes No

Have you ever been refused work on health grounds? Yes No

Please give additional information if you have answered Yes on any of the above:

The nature of some work undertaken by LML Recruitment Solutions staff may carry a small risk of repetitive strain or injury (inflammation of tendons in the arms, necks and hands caused by repeated movements over a length of time) therefore it is important that you answer the following questions:

Have you suffered from any neck or shoulder pain, radiating towards your elbows?

Yes No

Have you suffered any pain in your wrists?

Yes

No

Do you have any history of vibration white finger?

Yes

No

Have you ever had time off work due to back pain, back injury or sciatica?

Yes

No

Are you prepared to attend a medical examination if required? Yes No
If you answer "No," please state a reason why?

If you are to work a night shift, do you require a health check? Yes No

Do you agree to inform LML Recruitment Solutions if you develop any medical condition during your assignment with us?

Yes

No

Have you had any long term absence in the last three years? Yes No
If Yes, Please give details:

Please note the number of days you have taken off sick in the past 12 months. If you have had considerable time off, What was it for?

Are you off sick, claiming statutory sick pay at present?
If so, What is the period of your sick note:

Yes

No

Signed by Temporary Worker _____

Date: _____



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Equal Opportunities

LML Recruitment is committed to promoting equality of opportunity to ensure that everyone is treated solely on the basis of competence and merit, regardless of gender, marital status, ethnic, national origin, race, age, religion or disability.

To help us monitor the effectiveness of our policy, we would be grateful for you to complete the form below.

The information will be treated as confidential and is to be used for statistical purposes only. This will not affect your job application.

What is your Cultural Background or Race:

White Mixed Asian Black Other

Other: (Please Indicate) _____

What is your nationality? _____

Date of Birth: _____/_____/_____

Gender: Male/Female

Do you consider yourself to have a disability? Yes No

If Yes, Please give details here: _____

Would you class yourself under any particular religion or belief?

Catholic – Christian Protestant - Christian Other – Christian

Other (Please State _____)

Declaration Form

Forename - _____

Reg No. _____

Surname - _____

Have you ever been convicted of a criminal offense?

Yes No

(If Yes, Please give date and nature of offense.)

Spent convictions need not be declared under the Rehabilitation of offenders Act 1974. However individuals with children and vulnerable adults are exempt from the above Act and must declare all offenses, including spent convictions. The information you give will be treated in confidence and only taken into account where the offense is relevant to the post for which you are applying.

LML Recruitment Solutions Ltd will in the event that an assignment involves working with children or vulnerable adults, or in a certain profession requests a disclosure, LML Recruitment Solutions Ltd complies fully with the Rehabilitation Act 1974 and the CRB Code of practise and undertakes to treat all applicants for positions fairly. It undertakes not to discriminate unfairly against any subject of a disclosure on the basis of convection or other information revealed.

For the avoidance of doubt, LML Recruitment Solutions Ltd will act as an employment agency on your behalf if you are seeking permanent work and as an employment business if you are seeking temporary work. The type of work that LML Recruitment Solutions Ltd will find or seek to find you is as discussed and agreed during your registration interview.

I hereby certify that to the best of my knowledge and belief, all the information given by me is true and correct, and that all the questions have been accurately and fully answered.

- I give consent for my details to be stored on a computer
- I confirm that I have (re)registered with LML Recruitment Solutions through my own choice
- I confirm that, should any of my personal details change (eg. Contact details, visa/work permit validity) I will inform LML Recruitment Solutions immediately.
- I confirm that I am liable to work in the UK
- I give my consent for LML Recruitment Solutions to search and submit my details for temporary and/or permanent vacancies as it deems suitable.

Signed - _____

Date - _____

LML Recruitment Solutions will hold and process your data for recruitment purposes only and, from time to time, may contact you for market research purposes and to make further offers to you. You data may also be used for audit purposes by third parties. If you would prefer not to be contacted in any manor, including email, once you are no longer seeking work through LML Recruitment Solutions or not given your consent for your data to be used for third party audit purposes please contact us.



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TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

1. DEFINITIONS

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

“Assignment”	means the period during which the Temporary Worker is supplied to render services to the Client;
“Client”	means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985;
“Employment Business”	means <i>LML Recruitment Solutions Limited</i> ,
“Temporary Worker”	means <i>[name of Temporary Worker]</i> .
“Relevant Period”	means the longer period of either 14 weeks from the ¹ first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.

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

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

2. THE CONTRACT

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

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

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

¹ The ‘first day’ will be the first occasion on which a Temporary Worker is supplied to work for the Client or the first day of an assignment where there has been more than 42 days since the end of any previous assignment

3. ASSIGNMENTS

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a *[specify position(s) or type of work]*. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.
- 3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that the suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.
- 3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.
- 3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker.
- 3.5 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.
- 3.6 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.



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4 REMUNERATION

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £[specify] being the minimum rate of remuneration that the Employment Business reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.

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

5 STATUTORY LEAVE

Please note that clause 5 should not be inserted into any terms of engagement for the remaining sectors that are excluded under the Working Time Regulations 1998 as amended. See the guidance on working time in Section 6B, Q3 of the REC Legal Reference Guide, Rights of both employees and workers, Working time, for a list of the excluded sectors.

This clause been updated to reflect the changes made to the Working Time Regulations 1998 by the Working Time (Amendments) Regulations 2007. Members should issue these terms to new Temporary Workers from 1 October 2007. REC will have a letter on its website to be issued to Temporary Workers who commenced their assignments before 1 October 2007. This letter will operate so as to vary those pre-October 2007 terms, so there is no need to issue those Temporary Workers with new contracts.

5.1 For the purposes of calculating entitlement to paid annual leave pursuant to the Working Time Regulations 1998 under this clause, the leave year commences on the date that the Temporary Worker starts an Assignment.

5.2 The annual leave granted under these terms will always be the statutory minimum as it is from time to time. Under the Working Time Regulations 1998 (as amended), the Temporary Worker is entitled to annual leave as follows:

For work carried out between 1 October 2007 to 31 March 2009: 4.8 weeks.

For work carried out from 1 April 2009 onwards: 5.6 weeks.

If the statutory minimum leave is subsequently decreased or increased then entitlement to leave under this clause will be decreased or increased so as to be set at the statutory minimum as it applies to any period in which work is carried out.

5.3 All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.

5.4 Where a Temporary Worker wishes to take paid leave during the course of an assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least

twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

5.5 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary 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 Temporary Worker has worked on Assignment. [*Payments for annual leave will be calculated on the basis of rates paid during the Client's normal working hours i.e. those which do not attract overtime rates of pay.]

5.6 In the course of any Assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.

5.7 Where a Bank Holiday or other Public Holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with clause 5.5, that day shall count as part of the Temporary Worker's paid annual leave entitlement.

Alternatively

5.7 Where a Bank Holiday or other Public Holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with clause 5.5 the Temporary Worker may, upon giving one week's notice, take a Bank Holiday or other Public Holiday as part of his/her paid annual leave entitlement.

5.8 Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.5.

5.9 None of the provisions of this clause regarding the statutory entitlement to paid leave shall Affect the Temporary Worker's status as a self-employed worker.

6 SICKNESS ABSENCE

6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

6.2 For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.

7 TIME SHEETS

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



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

8 CONDUCT OF ASSIGNMENTS

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

9 TERMINATION

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

10 LAW

- 10.1 These Terms are governed by the law of Northern Ireland and are subject to the exclusive jurisdiction of the Courts of Northern Ireland.

Signed by the Temporary Worker*

Date _____