



# AK Recruitment Ltd

Unit 59, Foxmoor Business Park, Chelston, Wellington, Somerset TA21 9RF  
Tel: 07496 786961  
Email: kevin@akrecruitment.co.uk

**PLEASE NOTE THAT NO PAYMENTS WILL BE MADE UNTIL ALL DOCUMENTS ARE RECEIVED.**

## **TEMPORARY WORKER**

The enclosed forms need to be completed and returned to us, together with your proof of eligibility to work in the UK, in the envelope provided as soon as possible.

- 1. Terms of Engagement for Temporary Workers**
- 2. Opt-out Agreement for Temporary Workers**
- 3. Proof of eligibility to work in the UK**

## **ASYLUM AND IMMIGRATION ACT 1996**

To comply with the changes to section 8 of the Asylum and Immigration Act 1996, everyone is now required to provide certain documents as proof of identity, when undertaking an assignment of employment.

### **You are required to produce:**

- a) Passport or Birth Certificate
- b) Work Permit & Travel Documents if required.
- c) Proof of Home Address
- d) Proof of National Insurance Number

### **We also require copies of your Cards as follows: -**

CPCS (front and Rear)  
PTS (if you work in the Rail sector)  
NPORS (front and Rear if applicable)  
Copies of any other trade related Card / Tickets / Certificates etc.

**It is essential that we receive copies of these documents as without them we will be unable to provide you with continued work. Please return as soon as possible. AK Recruitment Ltd will accept no responsibility for loss or damage of original documents, if sent.**

Please do not hesitate to speak to our staff if you have any queries arising from this letter.



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Unit 59, Foxmoor Business Park, Chelston, Wellington, Somerset TA21 9RF  
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## MEMO

### TO ALL EMPLOYEES OF A K RECRUITMENT LTD:

- ◇ It is your obligation to have a signed timesheet as proof of hours worked.
- ◇ Have your timesheet signed by an authorised member of staff by Friday afternoon, or your last day if not working the full week.
- ◇ Send your timesheet by: e-mail to **kevin@akrecruitment.co.uk** or post to AK Recruitment Ltd, Unit 59, Foxmoor Business Park, Chelston, Wellington, TA21 9RF.
- ◇ **Timesheets must be received NO LATER THAN MIDDAY MONDAY to ensure your wages are paid to you on time.**

### PLEASE RETURN COMPLETED PACK TO:

**A K Recruitment Ltd  
Unit 59,  
Foxmoor Business Park,  
Chelston,  
Wellington,  
TA21 9RF.**



## Candidate Registration Form

<b>Job Description</b>		<b>Start Date</b>	
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### Personal Details

<b>(Miss/Mr/Mrs)</b>	<b>Surname</b>	<b>Date of Birth</b>	
<b>First Name</b>		<b>Age</b>	
<b>Address</b>		<b>Mobile No.</b>	
		<b>Email</b>	
		<b>Nationality</b>	
		<b>National Insurance No.</b>	

### Next of Kin – to be contacted in the Event of an Accident or Emergency

<b>Name</b>		<b>Relationship</b>	
<b>Address</b>		<b>Telephone No.</b>	

### Bank / Building Society details

<b>Name of Bank / Building Society</b>			
<b>Account No:</b>		<b>Sort Code</b>	
<b>Roll No (Building Society)</b>			

### Details of Ongoing & Previous Illnesses (If any)

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### Qualifications

<b>CSCS/CPCS No. (circle)</b>		<b>Expiry Date</b>	
<b>Own Equipment Y/N</b>		<b>Own Transport Y/N</b>	
<b>Rate/Hour</b>		<b>Ltd/CIS/PAYE</b>	

*I understand that my employment is based on a temporary contract and confirm that I have read the Company's Conditions of Employment*

<b>Signed</b>		<b>Date</b>	
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**OPT-OUT AGREEMENT FOR TEMPORARY WORKERS**

Between **A K Recruitment Ltd**  
(Hereinafter called the EMPLOYMENT BUSINESS) acting as an agent for the client.

and .....  
(Hereinafter called the TEMPORARY WORKER)

**1. DEFINITIONS**

1.1 - In this agreement the following definitions apply: - ASSIGNMENT” means the period during which the TEMPORARY WORKER is engaged to render services to the CLIENT.

“CLIENT” means the person, firm or corporate body engaging the services of the TEMPORARY WORKER.

“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 these Terms are for convenience only and do not affect their interpretation.

**2. RESTRICTION**

2.1 - The Working Time Regulations 1998 provide that the TEMPORARY WORKER shall not work on an ASSIGNMENT with the CLIENT in excess of the WORKING WEEK unless he agrees in writing that this limit should not apply.

**3. CONSENT**

3.1 - 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 1 WEEKS’ 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**

5.1 - These Terms are governed by English Law and are subject to the exclusive jurisdiction of the English courts.

**SIGNED** .....

**DATE** .....

**Print Name** .....



## TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

Between **A K Recruitment Ltd**

(Hereinafter called the EMPLOYMENT BUSINESS) acting as an agent for the CLIENT

and .....

(Hereinafter called the TEMPORARY WORKER)

### 1. DEFINITIONS

In this agreement the following definitions apply:

The CLIENT means the person, firm or corporate body engaging the services of the TEMPORARY WORKER.

The ASSIGNMENT means the period during which the TEMPORARY WORKER is engaged to render the services of the CLIENT.

References to the singular include the plural and references to the masculine include the feminine and vice versa.

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

### 2. THE TERM OF THE CONTRACT FOR SERVICES

The TEMPORARY WORKER hereby appoints the EMPLOYMENT BUSINESS to act on his behalf in arranging assignments with CLIENTS. The EMPLOYMENT BUSINESS does not charge a fee for providing its introductory service to the TEMPORARY WORKER.

The Terms herein constitute a contract services between the EMPLOYMENT BUSINESS, acting as agent for the CLIENT and the TEMPORARY WORKER and they govern each and every assignment undertaken by the TEMPORARY WORKER. **However, NO contract shall exist between the EMPLOYMENT BUSINESS and the TEMPORARY WORKER between assignments.** For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the CLIENT or 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 his remuneration in accordance with clause 4.

No variation or alteration of these Terms shall be valid unless approved by the Managing Director of the EMPLOYMENT BUSINESS in writing.

### 3. ASSIGNMENTS

The EMPLOYMENT BUSINESS will endeavor to obtain suitable assignments for the TEMPORARY WORKER where there is a suitable assignment with the CLIENT requiring such a worker. The EMPLOYMENT BUSINESS is under no obligation to offer the TEMPORARY WORKER any work and reserves the right to offer any assignments to such TEMPORARY WORKERS as it may elect, equally the TEMPORARY WORKER is not obliged to accept any assignment offered. Suitability shall be determined solely by the EMPLOYMENT BUSINESS.

The TEMPORARY WORKER acknowledges that this is the nature of temporary work, and there may be periods between assignments when no suitable work is available. The EMPLOYMENT BUSINESS shall incur no liability towards the TEMPORARY WORKER, should it fail to offer opportunities to work in the category specified above or in any other category.

### 4. REMUNERATION

The EMPLOYMENT BUSINESS shall pay to the TEMPORARY WORKER on behalf of the CLIENT. Remuneration is calculated at an hourly rate, for each hour worked. (The actual rate will be notified on a per assignment basis) During an assignment this will be paid weekly in arrears, subject to deductions in respect of Class 1 National Insurance Contributions and Income Tax pursuant to S134 of the Income and Corporation Taxes Act 1988 and any other deductions, which the EMPLOYMENT BUSINESS may be required to make.

**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 the time not spent on assignment whether in respect of holidays, illness or absence or for any other reason unless agreed.**

### 5. STATUTORY LEAVE

The EMPLOYMENT BUSINESS shall be responsible for all statutory deductions relating to Earnings Related Contributions. Income Tax under Schedule E in accordance with Section S134 of the Income Tax and Corporation Tax Act 1988, and Section 16a of the Tax Management Act 1970, then transmitting these to the Inland Revenue.

Where a Bank Holiday or other Public Holiday falls during an assignment and the TEMPORARY WORKER does not work on that day, the Public Holiday shall not count as part of the TEMPORARY WORKER'S weekly pay.



## 6. TERMINATION

The EMPLOYMENT BUSINESS may instruct the TEMPORARY WORKER to end an assignment at any time.  
The TEMPORARY WORKER may terminate an assignment at any time immediately by informing the EMPLOYMENT BUSINESS.

## 7. CONDUCT ON ASSIGNMENT

The TEMPORARY WORKER shall at all times whilst on assignment with a CLIENT comply with the following conditions:

- a. Not to engage in any conduct detrimental to the interests of the EMPLOYMENT BUSINESS or the CLIENT.
- b. To be present during the time, or for the total number of hours during each day/week as may be agreed.
- c. To take all responsible steps to safe guard his/her safety and the safety of any other person who may be affected by his/her actions at work. To make his/herself aware of and comply with the health and safety policy of the CLIENT.
- d. To comply with any disciplinary rules or obligations in force at the premises where the services are performed to the extent that they are responsible.
- e. To comply with all reasonable instructions and requests within the agreed services made either by the EMPLOYMENT BUSINESS or CLIENT.
- f. Not at any time, during or after the assignment, divulge to any person, nor use for his own or any other persons benefit any information in relation to the CLIENTS or EMPLOYMENT BUSINESS' employees, business affairs, transactions or finances.
- g. **If the TEMPORARY WORKER is unable for any reason to work on an assignment he should inform the EMPLOYMENT BUSINESS and the CLIENT prior to the daily start time and each and every day thereafter to enable alternative arrangements to be made.**

## 8. TIMESHEETS

- 8.1 At the end of each week or at the end of the assignment, (where an assignment is for a period of less than one week, or completed before the end of the week) the TEMPORARY WORKER shall deliver to the EMPLOYMENT BUSINESS his timesheet. Duly completed to indicate the number of hours worked during the preceding week. **This has to be signed by an authorised representative of the CLIENT. The EMPLOYMENT BUSINESS shall not be obliged to make any payment to the TEMPORARY WORKER unless a properly authenticated timesheet has been submitted.**
- 8.2 For the avoidance of doubt for Working Time Regulations, the TEMPORARY WORKER'S working time shall only consist of those periods during which he is carrying out his activities or duties for the CLIENT as part of the assignment. Time spent travelling to the CLIENTS premises, lunch breaks and other rest breaks shall not count as part of the TEMPORARY WORKER'S working time for these purposes.

## 9. DECLARATION

- 9.1 The TEMPORARY WORKER must accept that should he suffer from any medical condition that endangers him or others whilst on assignment, that he may be asked to terminate that assignment immediately without any compensatory award being made by the EMPLOYMENT BUSINESS or the CLIENT.
- 9.2 The TEMPORARY WORKER must accept responsibility to disclose any information with regards to any Criminal convictions that could affect any assignments with the EMPLOYMENT BUSINESS and CLIENTS.

## 10. LAW

The terms are governed by the European Court of Justice and are subject to the exclusive jurisdiction of the English Courts.

SIGNED .....

DATED.....

PRINT NAME .....