

Application for Temporary Employment

Interviewer

Date

Part 1 Personal details

Surname First Name

Address

Postcode

Mobile telephone number

Home telephone number

Email address

National insurance number

Date of birth DDMMYYYY

Nationality

Are you legally able to remain and take up employment in the UK

How did you hear about us?

Part 2 Emergency contact details

Name
Relationship
Address

Postcode

Part 3 Previous employment (10 years checkable please)

Name of employer
Address

Dates worked

From :	To :
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Summary of duties

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Reason for leaving?

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Name of employer
Address

Dates worked

From :	To :
--------	------

Summary of duties

--

Reason for leaving?

--

Name of employer
Address

Dates worked

From :	To :
--------	------

Summary of duties

--

Reason for leaving?

--

Name of employer
Address

Dates worked

From :	To :
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Summary of duties

--

Reason for leaving?

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Please use blank sheet for further employment details

Part 4 Skills

From your licence, please select which categories of vehicle you have experience of driving:

C+E HGV 1/LGV 1	<input type="checkbox"/>
C HGV 2/LGV 2	<input type="checkbox"/>
C1 7.5t	<input type="checkbox"/>
D1 Minibus	<input type="checkbox"/>
B1 Light van	<input type="checkbox"/>
PCV	<input type="checkbox"/>

From the following please select all those you are proficient in and/or have a valid certificate for:

	Proficient	Certificate held
Lorry mounted crane		
Remote control lorry mounted crane		
Moffet		
Cement/dry mix powder blowers		
Refrigerated/frozen		
Strapping loads		
Rope & sheet		
Low loaders		
Curtains		
Food distribution		
International		
Multi drop 10-20		
FLT Counterbalance		
FLT Reach		
Plant		
ADR		

Other skills :

Part 5 Preferences

Please provide us with your preferred working pattern, e.g. Friday – Monday days.

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Part 6 Declaration

Declaration (please answer YES or NO)

1. Have you been convicted of a motoring offence in the last 5 years?
2. Have you ever had your licence suspended?
3. Have you any physical or mental conditions that may impair your ability as a professional driver? (if yes, please give details)
.....
4. Do you have a criminal record? (if yes, please give details)
.....

I confirm that the information I have given on this application form is correct to the best of my knowledge, and that I am not aware of any adverse information which I have not disclosed that may effect my employment.

I also accept that I must keep SMS Driveforce informed at all times to any changes to my personal or licence details.

Signed.....

Print.....

Date.....

Part 7 References

Please provide 2 references we can contact from recent employment:

Reference 1

Name	
Position	
Company	
Address	
Postcode	
Tel number	

Reference 2

Name	
Position	
Company	
Address	
Postcode	
Tel number	

CONTRACT WITH THE TEMPORARY WORKERS (TERMS OF ENGAGEMENT/CONTRACT FOR SERVICES)

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 Staffing Made Simple (kent) ltd of Vanguard House, Mills Road, Aylesford, Kent. ME20 7NA

"Temporary Worker" means name of Temporary Worker.

"Relevant Period" means the longer period of either 14 weeks from the ¹first 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.

3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a commercial vehicle driver. 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.

3.6 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.

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.

4. REMUNERATION

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £NMW 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

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 1st April.

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.

5.3 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.

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 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.

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

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

7 TIME SHEETS

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

7.2 Subject to clause 7.3 The Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

7.3 Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

7.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

8 CONDUCT OF ASSIGNMENTS

8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if 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 England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Bank Sort Code

Account Number

Bank Name

Roll number

Signed by the Temporary Worker*

Date _____

Personal Data release form

I allow/do not allow (delete as appropriate) SMS Driveforce to provide their clients with my personal information for operational purposes.

I agree that if allowed, SMS may provide their clients with my contact telephone number and a copy of my driving licence and related certificates.

Signed..... Date.....

Print name.....

Driver Briefing

Whilst on any temporary assignment for SMS Driveforce you will come across many different ways of working and site specific rules. The information below will apply to any job you undertake.

You are a 'Professional Driver'

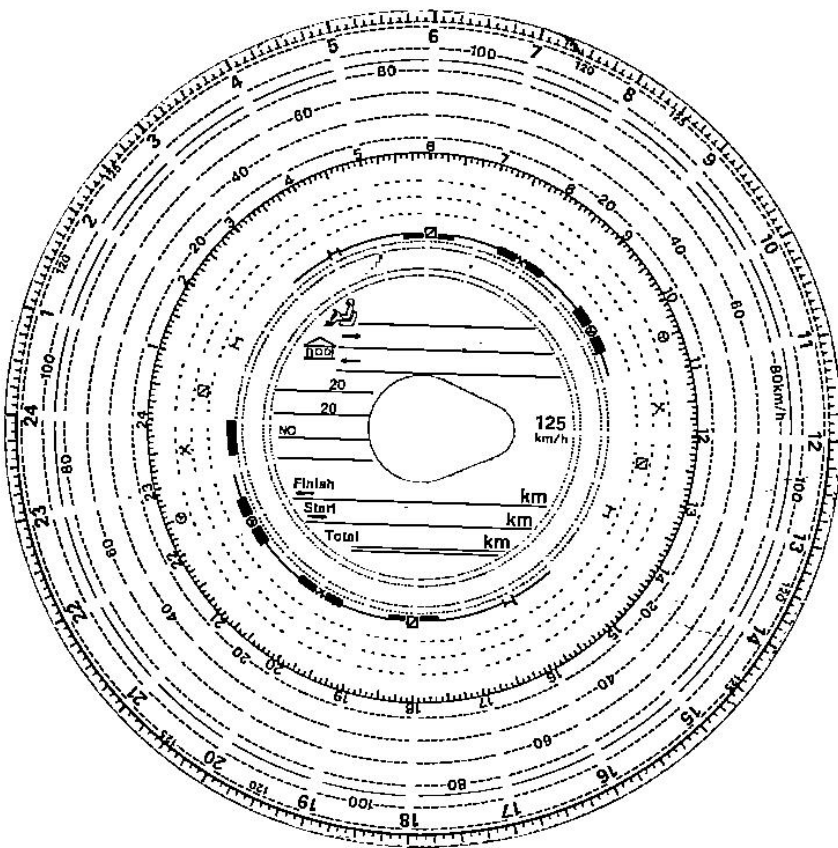
- Arrive punctually. If you get held up please always inform SMS on our 24 hour number 01622 791199
- If you cannot attend an assignment contact us with as much notice as possible so we can arrange cover. The implications of a lorry not leaving a yard are serious
- Be safe and seen, make sure you have PPE (Hi Vis, safety boots, gloves etc)
- Be prepared, ensure you have an atlas, street maps and/or a SatNav. Make sure you have delivery notes and contact numbers
- Make sure you are fit to drive, you are responsible for ensuring you have had enough rest
- Inspect your vehicle. You are responsible for both the vehicle and load
- Have the right attitude! Going that extra mile will give you the reputation you deserve
- Report ANY accidents to the customer and to SMS and complete any necessary forms
- Don't panic if you cannot find a delivery point. If you get stuck call us and we will assist
- Any speeding or parking fines and other traffic violations are your responsibility and therefore you will be required to repay them if full
- Communicate with the customer. If, for example, you cannot complete your deliveries don't just return back to base without telling anyone! Advise the traffic desk
- Complete your timesheet in full and unless otherwise instructed get it signed at the end of your duty. You must also complete the working time section in the bottom left of your timesheet
- Get your timesheet in by Monday morning at the latest to ensure YOU are paid on time
- Return to us any tachograph charts after 28 calendar days

Signed.....

Printed name.....

Date.....

Tachograph discussion document



Please draw a line to label where the following information can be found.

Speed

Activity

Distance travelled

Date

Time

- 1) If VOSA were to stop your vehicle, what would they expect to find in your possession regarding workers records?
- 2) What should you do with completed charts?
- 3) What is the minimum daily rest that you must have in any 24 hour period?
- 4) How many hours should you rest in any week?
- 5) What is the minimum amount of weekly rest you must have?
- 6) What is the maximum amount of driving you can undertake before stopping for a rest?
- 7) What is the maximum number of hours driving you can do in any day?
- 8) Before the start of your shift, name 5 items you would check on the vehicle?

- 9) Why should you do a vehicle check?
- 10) If you were to travel from Maidstone to Ipswich in a lorry, what roads would you take?
- 11) Traffic permitting approximately how long would it take?
- 12) What equipment would you need to ask the vehicle owner to provide for you to undertake the journey?
- 13) Name 2 toll roads in the UK?
- 14) Why must you always get your proof of delivery signed?
- 15) What is POA – can you give an example?
- 16) What is the maximum number of hours you can ever work in a single week?
- 17) What is the maximum weekly average number of hours you may work?

Name _____

Signature _____

Date _____

Section one To be completed by the employee

Please complete section one and then hand back the form to your present employer.

If you later receive a form P45 from your previous employer, please hand it to your present employer.

Your details Please use capitals

National Insurance number

This is very important in getting your tax and benefits right.

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Name

Title - enter MR, MRS, MISS, MS or other title

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Surname or family name

First or given name(s)

Are you male or female?

Male ☐ Female ☐

Date of birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Address

Postcode

--	--	--	--	--	--	--	--

House or flat number

--	--	--	--	--	--

Rest of address including house name or flat name

Your present circumstances

Please read all the following statements carefully and tick **the one** that applies to you.

A - This is my first job since last 6 April and I **have not** been receiving taxable Jobseeker's Allowance or taxable Incapacity Benefit or a state or occupational pension.

A	<input type="checkbox"/>
---	--------------------------

OR

B - This is now my only job, but since last 6 April I **have** had another job, or have received taxable Jobseeker's Allowance or Incapacity Benefit. I do not receive a state or occupational pension.

B	<input type="checkbox"/>
---	--------------------------

OR

C - I have another job or receive a state or occupational pension.

C	<input type="checkbox"/>
---	--------------------------

Student Loans

If you left a course of Higher Education before last 6 April and received your first Student Loan instalment on or after 1 September 1998 and you have not fully repaid your student loan, tick box D. (If you are required to repay your Student Loan through your bank or building society account do **not** tick box D.)

D	<input type="checkbox"/>
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Signature and date

I can confirm that this information is correct

Signature

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Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Office use only

DVLA Check 09061 393837	
Date	
Representative	
Team number	
Comments	

Driving Licence checked	
Proof of identity seen and copied	
Bank details	
Employment contract signed	
P45 received or P46 completed	

Notes

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