

Temporary Staff Application Form **Strictly Confidential**



Read all sections and complete in full in BLOCK CAPITALS

Your Details

Surname

First Names

Address

Date of Birth

Mobile Phone

Other Phone

Your Gender: Male Female

Nationality

Email

Do you own a car (taxed & insured)? Y N

Which office is closest to you? (See pg.6)

Do you attend University, if so which?

All About You!

Tell us a bit about yourself...

We ensure all our staff are trained to the highest standard before we send them to work. To help us establish how much training you will need, please indicate your experience at:

Plate Waiting 1 2 3 4 5

Restaurant Waiting 1 2 3 4 5

Silver Service 1 2 3 4 5

Bar Work 1 2 3 4 5

Barista Work 1 2 3 4 5

Customer Service 1 2 3 4 5

Box Work 1 2 3 4 5

Till Use 1 2 3 4 5

1 = Least Confident 5 = Most Confident

Anything Else?

Please give us any more information you feel would further support your application (e.g. Bar Licence Training/Food Hygiene Certificate).

Please attach copies of any relevant documents!

Your References

To process your application, we need two UK references. One **MUST** be work/educational.

Referee

Referee

Company

Company

Address

Address

Phone

Phone

Email

Email

Work

Educational

Personal

Work

Educational

Personal

Your Bank Details

These will help us pay you quicker if you start work with us. Don't worry, we won't use them until you start, and they will be destroyed if your application is unsuccessful.

Name of Account Holder

Bank/Building Society Name and address

Your Account No

Your Sort Code

Your N.I. No

Your Documents

Under the Asylum and Immigration Act 1996, **ALL** employees must provide copies of **TWO** forms of identification. **AT LEAST ONE MUST BE PHOTOGRAPHIC.**

Photographic:

Valid Passport

Student ID Card

UK Photocard Driving Licence

Non-photographic:

Birth Certificate

P45/P60

Official Document Showing N.I. Number

Official Letter from Tax Office, Benefits Agency, or Home Office

Any non-EU/EEA citizens must also provide full evidence of their eligibility to work in the U.K, including a copy of police registration certificates, if applicable.

Type of Visa

Date of Expiry

Please attach your two copies of ID, your visa and a passport photograph to this form. Also attach a current (under 6 months old) P45/P60, or **complete & attach a P46.**

You're nearly finished... Just the boring bits left!

Page 2

The Legal stuff

Rehabilitation of Offenders Act 1974

Do you have any unspent criminal convictions?

If yes, please list details of your convictions and their dates below:

This information will be treated in the strictest confidence and only taken into account where, in the reasonable opinion of MWA, the offence is relevant to the post for which you are applying. Failure to declare a conviction may require us to exclude you from our register or terminate an assignment if a conviction is not declared but later comes to light.

I confirm that the information is true and correct and shall inform the company of any changes which arise.

Signature

Date

Terms of Engagement for Temporary Workers

Please read this carefully and sign the acceptance section.

DEFINITIONS

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 Michael Wisher & Associates Ltd of NCCC, Bridgford Road, Nottingham NG2 6AG;

“Temporary Worker”

means

Unless the context otherwise requires, 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.

THE CONTRACT

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.

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 his remuneration in accordance with clause 4.1.

No variation or alteration of these Terms shall be valid unless approved by the Employing Business in writing.

ASSIGNMENTS

The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work in a Food & Beverage capacity.

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 suitability shall be determined solely by the Employment Business; and 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.

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 or the date on which the Temporary Worker commences the first Assignment.

If during the course of an Assignment or within 1 week after the end of an Assignment the Client wishes to employ the Temporary Worker direct, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client an introduction fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be employed direct by the Client without further charge to the Client.

REMUNERATION

The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of the National average relating to age. 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 Section 134 of the Income and Corporation Taxes Act 1988 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law 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

Terms of Engagement continued...

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

STATUTORY LEAVE

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

Under the Working Time Regulations 1998, the Temporary Worker is entitled to 4 weeks' paid leave per leave year. 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.

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 Temporary worker agrees that payment in respect of the entitlement to paid leave shall be made together with and in addition to the Temporary Worker's hourly rate.

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 his total holiday entitlement in each month of his leave year. Where the Temporary Worker wishes to take any leave to which he is entitled, he should notify the Employment Business in writing of the dates of his intended absence. The amount of notice which the Temporary Worker is required to give should be at least twice the length of the period of leave that he wishes to take. Unless the Employment Business informs the Temporary Worker in writing that it is not possible for him to take leave on the specified dates, the Temporary Worker shall be entitled to take up his notified leave entitlement.

Our holiday year runs from 1st April - 31st March. All holiday entitlement must be claimed within the current holiday year that it is accrued. You are not entitled to carry over any accrued annual leave entitlement into the next year and any unused leave will be forfeit.

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.

SICKNESS ABSENCE

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

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.

TIME SHEETS

If requested the Temporary Worker shall deliver to the Employment Business his time sheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Client. The Temporary worker may also be required to comply with signing in and out procedures as specified by the client. Failure to submit a time sheet for hours worked or sign in and out may delay payment for those hours.

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 he is carrying out his 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.

CONDUCT OF ASSIGNMENTS

The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every Assignment and afterwards where appropriate, he will:-

co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;

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;

take all reasonable steps to safeguard his own health and safety and that of any other person who may be present or be affected by his actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;

not engage in any conduct detrimental to the interests of the Client;

not at any time divulge to any person, nor use for his 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.

If the temporary worker is unable for any reason to attend work during the course of an assignment he should inform the client or the employment business within one hour of the commencement of the assignment or shift.

TERMINATION

The Employment Business or the Client may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time.

The Temporary Worker may terminate an Assignment at any time without prior notice or liability.

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 from complying with clause 8.2.

If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated 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.

If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period of six weeks, the Employment Business reserve the right to forward his P45 to his last known address.

LAW

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signature

Date

48-hour limitation waiver

The Working Time Regulations 1998 ("The Regulations") require the Company to limit your average weekly working time to 48 hours unless you agree with the Company that the limit shall not apply to you. The Company wishes to have an agreement with you. It proposes an agreement (which will apply until terminated by notice) on the basis that:

1. The 48 hour limit on average weekly working time will not apply to you;
2. You may terminate the agreement (so that the 48 hour time limit would apply to you) by giving the person at the Company to whom you usually report 4 weeks' written notice.

Under the Regulations, the Company must keep records relating to your working time. This is the case whether or not you reach an agreement with the Company about waiving working time limits. If you accept the Company's proposal, please sign below. This document will then be the record of agreement between you and the Company.

Signature

Date

Your Health

Strictly Private & Confidential

To be completed by **ALL** staff.

Surname

First Names

Next of Kin

Relationship to You

Emergency Contact No

Do you consider yourself disabled?

Are you currently suffering from or have you ever suffered from any of the following:

Fainting Attacks

Heart Trouble

Recurring stomach trouble

Diabetes

Fits/Blackouts

Back Trouble

Recurring bowel trouble

Asthma

Mental Illness

Muscle/Joint

Ear Trouble/Deafness

Hayfever

Skin Problems

Trouble

High Blood Pressure

Eye trouble/defective vision (NOT corrected by glasses or contact lenses)

In the last two years have you been off work because of illness or injury?

If yes, please give brief details

Are you currently receiving treatment and/or medication from a doctor?

If yes, please give brief details

I declare that the information given is true and correct to the best of my knowledge. I know of no medical reason why I should not work in a food environment. However if the situation changes at any time during my employment with Michael Wisher & Associates, I will notify a Company Representative immediately.

Signature

Date

Health & Safety declaration

I declare that whilst working as a temporary employee for Michael Wisher & Associates, I will not use any machinery unless experienced and will not operate a dangerous machine (e.g. meat slicer) unless 18 and supervised or experienced in the use of that type of machinery. I will ensure that at all times I will take every precaution to avoid injury to myself and others and prevent damage to any equipment or machinery.

Signature

Date

Personal declaration

To the best of my knowledge the information given is correct. I am in good health & there is nothing further of which I am aware that should be taken into account when offering me work. I am eligible to work in the U.K. and I understand that, should anything prove to be inaccurate I am liable to dismissal.

I hereby authorize MWA to seek references and the information provided may be used to assist with my application for work. I agree that the information given on my application may be used for the purposes of registration under the Data Protection Act.

Signature

Date

You're done! Turn over to complete your application... Page 5

Please keep this sheet for your records!

Application Pack Checklist

Before you send us your application, please ensure that you have:



Completed your details in full

Provided the contact details (including postal address) of **TWO** references

Completed and signed your Terms of Engagement

Completed and signed the Your Health section

Signed your Healthy & Safety Declaration

Signed your Personal Declaration

Attached copies of **TWO** forms of identification, at least one of which is photographic

Attached **proof of National Insurance** (NI Card, or official letter)

Attached a current (less than 6 weeks old) P45 or completed and attached a P46

Attached a copy of your passport and visa if relevant

Attached a passport photo with your name written on the back of it

Attached any other relevant documents e.g. Food Hygiene/Bar Licence Training

Please note that we are unable to process your application without this information!

Our Contact Details

enquiries@michaelwisher.co.uk

The Midlands, North-East, North-West England & Scotland

Michael Wisner & Associates
Nottinghamshire County Cricket Club
Bridgford Road
Nottingham
NG2 6AG

Telephone: 01159 811 000
Fax: 01159 696 314

South England and London

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Suite 506, Threshold & Union House
65-69 Shepherd's Bush Green
London
W12 8TX

Telephone: 0208 740 3100
Fax: 0208 740 3101



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.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Name

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

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Surname or family name

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First or given name(s)

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Are you male or female?

Male Female

Date of birth

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Address

Postcode

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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House or flat number

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Rest of address including house name or flat name

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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.

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.

OR

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

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.*)

Signature and date

I can confirm that this information is correct

Signature

<input type="text"/>

Date

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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