

Please attach
a passport-
sized photo
here



TEMPORARY STAFF

CONFIDENTIAL APPLICATION FORM

Michael Wisher & Associates Limited
Griffin House
Nottingham Trent University
Clifton Campus
Nottingham
NG11 8NS

PLEASE READ ALL SECTIONS & COMPLETE FULLY IN BLOCK CAPITALS

Telephone: 0115 984 6000

Facsimile: 0115 984 6001

Email: enquiries@michaelwisher.co.uk

Personal Details

Surname _____ First Names _____

Address _____ Date Of Birth _____

Sex : Male Female

Post Code _____ N.I. Number _____

Mobile Telephone No. _____ Email Address _____

Other Telephone No. _____ Nationality _____

Full Driving License Yes No Own Car (Taxed & Insured) Yes No

How did you hear about MWA? _____ (If from friend/current employee, please state name)

If you are a student, which University do you attend? _____

Which of MWA's offices is closest to you? London Manchester Nottingham

Do you reside at any time in another part of the country? If so, and you're interested in working for us there, please state the closest major town/city _____

Bank Details

Name Of Account Holder _____

Name Of Bank/Building Society _____

Address Of Bank/Building Society _____

Sort Code - -

Account Number

Asylum & Immigration Act 1996

Under the Asylum & Immigration Act 1996, **ALL** employees must provide copies of **TWO** forms of identification. Please select **TWO** from below, and provide a copy of each when returning this form.
PLEASE NOTE: At least one **MUST** be photographic (i.e. passport, driving license or student card).

Valid Passport: Official document showing NI number: Student Card: Birth Certificate:

UK Photocard Driving License: P45/P60: Official Letter from Tax Office /Benefits Agency/Home Office

Any non-EU/EEA citizens must also provide full documentary evidence of their eligibility to work in the U.K, including a copy of police registration certificates, if applicable. Copies of all documents will be held on file, in the strictest confidence.

Type Of Permit/Visa _____ Date Of Expiry _____

Rehabilitation Of Offenders Act 1974

Do you have any unspent criminal convictions? Yes No

If YES, please list your convictions and their dates below.

Date	Conviction	Details

The information you give 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 may arise.

Signature _____ Date _____

References/Previous Experience

PLEASE NOTE: IN ORDER TO PROCESS YOUR APPLICATION, WE MUST HAVE THE FULL ADDRESS FOR AT LEAST ONE WORK OR EDUCATIONAL REFERENCE IN THE UK

Reference 1 _____ Reference 2 _____

Company/Institution _____ Company/Institution _____

Address _____ Address _____

_____ Postcode _____

Telephone _____ Telephone _____

Email _____ Email _____

Although it is not necessary, please indicate if you have previous experience in any of the following areas:

Plate-Waiting: Yes No: Silver-Service: Yes No:

Restaurant Waiting: Yes No: Bar Work: Yes No:

Hospitality: Yes No: Other? (e.g. Cust. Service) _____

Do you hold a current food hygiene certificate? Yes No

IMPORTANT INFORMATION!

Please read carefully and sign the acceptance section!

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 Michael Wisher & Associates Ltd of Griffin House, Nottingham Trent University, Clifton Campus, Nottingham. NG11 8NS
“Temporary Worker”	means _____ (PLEASE INSERT YOUR NAME)

1.2. Unless the context otherwise requires, 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. 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 his remuneration in accordance with clause 4.1.

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

3. ASSIGNMENTS

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

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 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.

3.3. 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.]

4. REMUNERATION

4.1. 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.

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 Working Time Regulations 1998 under this clause, the leave year commences on the date that the Temporary Worker starts an Assignment.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. 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 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. 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.

7.2. 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.

8. CONDUCT OF ASSIGNMENTS

8.1. 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:-

- 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 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;
- 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 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 he should inform the client or the employment business within one hour of the commencement of the assignment or shift.

9. TERMINATION

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

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 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 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 availability for work for a period of six weeks, the Employment Business reserve the right to forward his P45 to his 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

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** _____

Health & Safety Declaration

I declare that whilst working as a temporary 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 Health Questionnaire

To be completed by **ALL** Catering & Hospitality Staff:

STRICTLY PRIVATE & CONFIDENTIAL

Surname _____ First Names _____

Address _____ Date Of Birth _____

_____ Position Applied For _____

Next of Kin _____ Emergency Contact No. _____

Relationship To You _____

Do you consider yourself to be disabled? Yes No

Are you currently suffering from or have you ever suffered from and of the following?

Fainting Attacks Yes No Back Trouble Yes No

Fits or Blackouts Yes No Muscle/Joint Trouble Yes No

Mental Illness Yes No Skin Trouble Yes No

Asthma Yes No Diabetes Yes No

Hayfever Yes No Recurring Stomach Trouble Yes No

Heart Trouble Yes No Recurring Bowel Trouble Yes No

High Blood Pressure Yes No Ear Trouble/Deafness Yes No

Eye Trouble or defective vision (NOT corrected by glasses or contact lens) Yes No

In the last 2 years have you been off work because of illness or injury? Yes No

If yes, please give brief details _____

Are you currently receiving treatment and /or medication from a doctor? Yes No

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 Wisner & Associates, I will notify a Company Representative immediately.

Signature _____ Date _____

Personal Declaration

To 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.

I also agree that should "Stop & Search" procedures be used by either MWA or their client I shall comply with their instructions.

Signature _____ Date _____

Section two To be completed by the employer

Guidance on how to complete this form, including what to do if your employee has not entered their National Insurance number on page 1, is in your Employer Helpbook E13 Day to day payroll and at www.hmrc.gov.uk/employers/working_out.htm#part4

Employee's details Please use capitals

Date employment started

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

Job title

Works/payroll number and Department or branch (if any)

Employer's details Please use capitals

Employer's PAYE reference

				/																
--	--	--	--	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Employer's name

Address

Postcode

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

Building number

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

Rest of address

Tax code used

If you do not know the tax code to use or the current tax threshold, please go to www.hmrc.gov.uk/employers/rates_and_limits.htm

Box A ticked

Emergency code on a **cumulative** basis

A	<input type="checkbox"/>
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Box B ticked

Emergency code on a **non-cumulative**
Week 1/Month 1 basis

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

Box C ticked

Code BR

C	<input type="checkbox"/>
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Tax code used

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

Please send this form to your HM Revenue & Customs office on the first pay day. However, if the employee has ticked box A or box B and their earnings are below the tax threshold, do not send the form until their earnings exceed the tax threshold.