

Carlton Recruitment

Registration – Temp & Perm Commercial – 2021

**PERSONAL DETAILS (BLOCK CAPITALS PLEASE)**

|  |  |
| --- | --- |
| Name: |  |
| Address: | |
|
|
| Tel No (home): |  |
| Tel No (mobile): |  |
| UK Email Address:  LinkedIn: |  |
| Nationality: |  |
| Do you need a work  permit to be employed | Yes    No |
| Passport / Visa Expiry Date: |  |
| What other means are using to find a new job? |  |
| How did you hear about Carlton Recruitment? |  |

**For office use only:**

Consultant:

Temp/Perm/Both:

Position:

Rate:

Location:

Day/Night/Weekend

Car Driver/License

Yes/No

Boots Freely Provided

Yes/No

Hi Vis:

Yes/No

Unspent Convictions:

Yes/No

Reference sent/received

Date sent:

Date received:





x

**CANDIDATE LIST CATEGORIES**

* Accounts
* Administration
* Call Centre
* Commercial Sec
* Customer Services
* Data Entry
* Facilities
* HR
* IT
* Languages
* Legal Sec
* Marketing
* Office Manager
* Part Time
* Property
* Purchasing
* Reception
* Retail
* Sales
* WH/Industrial/Driving

**OFFICE USE ONLY –** Brief Interview Skills

CANDIDATE LIST CATEGORIES

* Accounts
* Administration
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* Commercial Sec
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* Data Entry
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* IT
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* Legal Sec
* Marketing
* Office Manager
* Part Time
* Property
* Purchasing
* Reception
* Retail
* Sales
* WH/Industrial/Driving

**OFFICE USE ONLY –** Brief Interview Skills

**CURRENT/PREVIOUS EMPLOYMENT**

|  |  |  |  |
| --- | --- | --- | --- |
| Job Title: |  | Salary/Hourly Rate: |  |
| Company: |  | Type of Business: |  |
| Address:  Town: Post Code: | |  |  |
| Line Manager’s Name: |  |  |  |
| Telephone Number: |  |  |  |
| Email Address: |  |  |  |
| Start Date: |  |  |  |
| End Date: |  |  |  |
| Responsibilities/Duties: | | | |
| Reason for Leaving: | | | |
| Notice Period: | | | |
| Current Salary: | | | |
| Can the above be used as a reference? | | | |

**CURRENT/PREVIOUS EMPLOYMENT**

|  |  |  |  |
| --- | --- | --- | --- |
| Job Title: |  | Salary/Hourly Rate: |  |
| Company: |  | Type of Business: |  |
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| Email Address: |  |  |  |
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| End Date: |  |  |  |
| Responsibilities/Duties: | | | |
| Reason for Leaving: | | | |
| Notice Period: | | | |
| Current Salary: | | | |
| Can the above be used as a reference? | | | |

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| --- | --- | --- | --- |
| Job Title: |  | Salary/Hourly Rate: |  |
| Company: |  | Type of Business: |  |
| Address:  Town: Post Code: | |  |  |
| Line Manager’s Name: |  |  |  |
| Telephone Number: |  |  |  |
| Email Address: |  |  |  |
| Start Date: |  |  |  |
| End Date: |  |  |  |
| Responsibilities/Duties: | | | |
| Reason for Leaving: | | | |
| Notice Period: | | | |
| Current Salary: | | | |
| Can the above be used as a reference? | | | |

**IN CASE OF EMERGENCY**

|  |  |
| --- | --- |
| Name: |  |
| Home Telephone Number: |  |
| Mobile Number: |  |
| Relationship: |  |

**10. DECLARATION**

|  |  |  |  |
| --- | --- | --- | --- |
| I declare that the information given in this application form is true and complete. I understand that if I have given any misleading information on this form or made any omissions, this will be sufficient grounds for terminating my employment. | | | |
| Signature: |  | Date: |  |
| Name: |  | | |
| The information provided by you on this form as an applicant will be stored either on paper and computer system in accordance with the General Data Protection Regulation (GDPR) legislation 25th May 2018 and will be processed solely in connection with recruitment.  NB: All Agency Workers have the right to be part of a Trade Union | | | |

**10. DECLARATION**

|  |  |  |  |
| --- | --- | --- | --- |
| I declare that the information given in this application form is true and complete. I understand that if I have given any misleading information on this form or made any omissions, this will be sufficient grounds for terminating my employment. | | | |
| Signature: |  | Date: |  |
| Name: |  | | |
| The information provided by you on this form as an applicant will be stored either on paper and computer system in accordance with the General Data Protection Regulation (GDPR) legislation 25th May 2018 and will be processed solely in connection with recruitment.  NB: All Agency Workers have the right to be part of a Trade Union | | | |

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|  |  |
| --- | --- |
| 1. *Company Name:* | Carlton Recruitment Solutions Ltd (‘the Company’) |
| 1. *Document DP6:* | Consent declaration |
| **Topic:** | Data protection |
| **Date:** | 25-05-2018 |
| **Version:** | 001 |

I, (……………………) hereby give my consent to the Company to process the following information:

Personal data - as supplied on completed registration form

Sensitive personal data - as supplied on completed registration form

I consent to the Company processing the above personal data for the following purposes:

* For the Company to provide me with work-finding services.
* For the Company to process with or transfer my personal data to their client/s in order to provide me with work-finding services.
* For the Company to process my data on a computerised database Oxford Software in order to provide me with work-finding services.
* For the Company to process my data using automated decision making processes
* Include any other relevant purposes for processing personal data

[Optional]

I also consent to the Company processing my personal data with third parties including [The REC] for the purposes of internal audits and investigations carried out on the Company to ensure that the Company is complying with all relevant laws and obligations.

The consent I give to the Company will last indefinitely

I am aware that I have the right to withdraw my consent at any time by informing the Company that I wish to do so.

**Signed by candidate / agency worker:**  ………………..

**Date: ………………**

Carlton Recruitment

Equal Opportunity Recruitment Monitoring Form

In compliance with our Equal Opportunity Policy, we are monitoring job applications to make sure discrimination on the grounds of sex, sexual orientation, gender reassignment, race, ethnic origin, religion, marital status, age and disability do not occur. We would be grateful if you would complete and return this form with your employment/job application form.

|  |  |
| --- | --- |
| **1. Gender** | Male  Female |

|  |  |  |  |
| --- | --- | --- | --- |
| **2.**  **Preferred Title** | Miss  Ms | Mr  Dr | Mrs  Other: |

|  |  |  |  |
| --- | --- | --- | --- |
| **3. Marital Status** | Married  Divorced | Single  Widowed | Separated  Other: |

|  |  |  |  |
| --- | --- | --- | --- |
| **4. Ethnic Origin** | White British  Black/Black British  Chinese | White Irish  Asian  Mixed | White Other  Asian British  Other: |

|  |  |  |  |
| --- | --- | --- | --- |
| **5. Age Range** | 16 – 24  45 - 54 | 25 - 34  55 - 64 | 35 – 44  65+ |

|  |  |
| --- | --- |
| **6. How did you hear about Carlton Recruitment? (e.g. Website, Friend)** |  |

**CANDIDATE INFORMATION**

**Interviews Attended**

Please list names of Companies where you have attended an interview or held a temporary assignment over the past 6 months, this information is requested as most Agencies work with the same Clients and we do not want to put your CV forward again.

|  |  |  |  |
| --- | --- | --- | --- |
| Company name and address | Vacancy/Booking | Salary/Pay rate | outcome |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Let us do the work for you if you are thinking of working for a Company or seen a job in the paper or a website **tell us** we will do it for you. Our job is about getting you the job with a Company of your choice.



**Health and Safety**

I confirm I am happy to complete/take part in any training or safety briefings as required whilst completing any temporary assignment for and on behalf of Carlton Recruitment. I understand this may be completed by Carlton Recruitment and/or the client whom I am working for.

Name: …………………………………………………………………………

Signature: …………………………………………………..

Date: ………………………………………………………………………….

|  |
| --- |
| Carlton Recruitment  Medical Questionnaire Form |

|  |  |
| --- | --- |
| Do you suffer from any allergies? | **YES/ NO** |
| Do you suffer with any chest related or breathing problems? | **YES/ NO** |
| Are you taking medication to a strict timetable? | **YES/ NO** |
| Are you able to lift weight up to 25kg? (equivalent to a sack of potatoes) | **YES/ NO** |
| Have you ever suffered a back injury? | **YES/ NO** |
| Have you ever suffered from Epilepsy? | **YES/ NO** |
| Do you suffer from any skin condition? | **YES/ NO** |
| Notes: | |

|  |
| --- |
| Doctor’s Name and Address: |

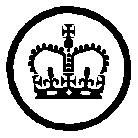
Carlton Recruitment

Industrial Candidates Skill Checklist

|  |  |  |
| --- | --- | --- |
| **Skill** | **Yes/No** | **Length of experience** |
| Manual Handling |  |  |
| Order Picking |  |  |
| Hand Balling |  |  |
| Light Driving |  |  |
| Forklift: |  |  |
| * Reach Counterbalance |  |  |
| * RTITB |  |  |
| * ITSAR |  |  |
| * T20 |  |  |
| Warehouse |  |  |
| Production Line |  |  |
| CNC Machine Operator |  |  |
| Cleaner |  |  |
| Shop/Retail |  |  |
| Health and Safety |  |  |
| COSHH |  |  |
| Basic Food and Hygiene |  |  |
| Other |  |  |
| HACCP |  |  |

|  |  |
| --- | --- |
| What safety clothing do you have? (e.g. Safety Boots) |  |

=



**Starter checklist**

**Instructions for employers**

This Starter Checklist can be used to gather information about your new employee. You can use this information to help fill in your first Full Payment Submission (FPS) for this employee. You need to keep the information recorded on the Starter Checklist record for the current and previous 3 tax years. Do not send this form to

HM Revenue and Customs (HMRC).

**Instructions for employees**

As a new employee your employer needs the information on this form before your first payday to tell HMRC about you and help them use the correct tax code. Fill in this form then give it to your employer. Do not send this form to HMRC.

It’s important that you choose the correct statement. If you do not choose the correct statement you may pay too much [or too little tax. For help filling in this form watch our short youtube video, go to www.youtube.com/hmrcgovuk](http://www.youtube.com/hmrcgovuk)

**Employee’s personal details**

**1 Last name**

**5 Home address**

**2 First names**

Do not enter initials or shortened names such as Jim for

James or Liz for Elizabeth

Country

Postcode

**6 National Insurance number** if known

**3 Are you male or female?**

Male Female

**7 Employment start date** DD MM YYYY

**4 Date of birth** DD MM YYYY

**Employee statement**

**8 Choose the statement that applies to you, either A, B or C, and tick the appropriate box.**

**Statement A Statement B Statement C**

Do not choose this statement if you’re in receipt of a State, Works or Private Pension.

Choose this statement if the following applies.

This is my first job since 6 April and since the 6 April I’ve not received payments from any of the following:

• Jobseeker’s Allowance

• Employment and Support Allowance

• Incapacity Benefit

Statement A applies to me

Do not choose this statement if you’re in receipt of a State, Works or Private Pension.

Choose this statement if the following applies.

Since 6 April I have had another job but I do not have a P45. And/or since the 6 April I have received payments from any of the following:

• Jobseeker’s Allowance

• Employment and Support Allowance

• Incapacity Benefit

Statement B applies to me

Choose this statement if:

• you have another job and/or

• you’re in receipt of a State, Works

or Private Pension

Statement C applies to me

Starter checklist Page 1 HMRC 02/21

**Student loans**

**9 Tell us if any of the following statements apply to you:**

• you do not have any Student or Postgraduate Loans

• you’re still studying full-time on a course that your Student Loan relates to

• you completed or left your full-time course after

the start of the current tax year, which started on

6 April

• you’re already making regular direct debit repayments from your bank, as agreed with the Student Loans Company

If No, tick this box and go to question 10

If Yes, tick this box and go straight to the Declaration

**10 To avoid repaying more than you need to, tick the correct Student Loans that you have - use the guidance on the right to help you.**

Please tick all that apply

Plan 1

Plan 2

**Types of Student Loan**

**You have Plan 1 if any of the following apply:**

• you lived in Northern Ireland when you started

your course

• you lived in England or Wales and started your course

before 1 September 2012

**You have a Plan 2 if:**

You lived in England or Wales and started your course on or

after 1 September 2012.

**You have a Plan 4 if:**

You lived in Scotland and applied through the

Students Award Agency Scotland (SAAS) when you started your course.

**You have a Postgraduate Loan if any of the following apply:**

• you lived in England and started your Postgraduate

Master’s course on or after 1 August 2016

• you lived in Wales and started your Postgraduate Master’s

course on or after 1 August 2017

• you lived in England or Wales and started your

Postgraduate Doctoral course on or after 1 August 2018

Plan 4

Postgraduate Loan (England and Wales only)

[Employees, for more information about the type of loan you have, go to www.gov.uk/sign-in-to-manage-your-student-loan-balance](http://www.gov.uk/sign-in-to-manage-your-student-loan-balance)

Employers, for guidance go to www.gov.uk/guidance/special-rules-for-student-loans

**Declaration**

I confirm that the information I’ve given on this form is correct.

**Signature Full name**

**Date** DD MM YYYY

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**TERMS OF ENGAGEMENT FOR AGENCY WORKERS (CONTRACT FOR SERVICES)**

**June 2019**

1. **DEFINITIONS AND INTERPRETATION**
   1. In these Terms the following definitions apply:

**“Actual Rate of Pay”** means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Assignment Details Form;

**“Actual QP Rate of Pay”** means the rate of pay which will be paid to the Agency Worker if and when s/he completes the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in any variation to the relevant Assignment Details Form;

**“Agency Worker”** means **Your Name: -** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Your Address: - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

supplied by the Employment Business to provide services to the Hirer*;*

**“Agency Workers Regulations”** means the Agency Workers Regulations 2010;

**“Agreed Deductions”**  means any deductions the Agency Worker has agreed can be made from their pay;

**“Assignment”** means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;

**“Assignment Details Form”**  means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;

**“AWR”** means the Agency Workers Regulations 2010 [and/ or the Agency Workers (Northern Ireland) Regulations 2011;

**“Calendar Week”** means any period of 7 days starting with the same day as the first day of the First Assignment;

**“Conduct Regulations”** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

**“Confidential Information”** means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;

**“Control”** means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;

**“Data Protection Laws”** means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

**“Deductions”** means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;

**“Emoluments”** means any pay in addition to the Actual QP Rate of Pay;

**“Employment Business”** Carlton Recruitment Limited (registered company no 8357697) trading as Carlton Recruitment Solutions Limited of Global House, 1 Ashley Avenue, Epsom, KT18 5AD

**“Engagement”** means the engagement, employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;

**“First Assignment”** means:

1. the relevant Assignment; or
2. if, prior to the relevant Assignment:
   1. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and
   2. the relevant Qualifying Period commenced in any such assignment,

that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);

**“Hirer”** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced;

**“Hirer's Group”** means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory bod or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

**“Hourly Rate”** means being the minimum rate of pay (subject to Deductions) that the Employment Business reasonably expects to achieve, for all hours worked by the Agency Worker; (**National Minimum Wage or National Living Wage for age appropriate)**

**“Leave Year”** means the period during which the Agency Worker accrues and may take statutory leave commencing on the date that the Agency Worker starts an Assignment or a series of Assignments

**“Period of Extended Hire”** means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;

**“Qualifying Period”** means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevantHirer in the same role, and as further defined in the Schedule to these Terms;

**“Relevant Period”** means (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

**“Temporary Work Agency”** means as defined in the Schedule to these Terms;

**“Terms”** means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form;

**“Transfer Fee”** means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;

**“Type of Work”** The type of work agreed that we will try and seek for the Agency Worker will be:-

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**“Working Time Regulations”** means the Working Time Regulations 1998.

* 1. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
  2. The headings contained in these Terms are for convenience only and do not affect their interpretation.
  3. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

1. **THE CONTRACT**
   1. These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker.
   2. During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker’s pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.
   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 Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.
   4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Agency Worker for Assignments with its Hirers.
2. **ASSIGNMENTS AND INFORMATION TO BE PROVIDED**
   1. The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.
   2. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:
      1. the suitability of the work to be offered shall be determined solely by the Employment Business; and
      2. the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work.
   3. At the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with an Assignment Details Form setting out the following:
      1. the identity of the Hirer, and if applicable the nature of their business;
      2. the date the Assignment is to commence and the duration or likely duration of Assignment;
      3. the Type of Work, location and hours during which the Agency Worker would be required to work;
      4. the Hourly Rate that will be paid and any expenses payable by or to the Agency Worker;
      5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks; and
      6. what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment.
   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:
      1. the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker and remains unchanged; or
      2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.
   5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.
   6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the first Assignment.
   7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.
   8. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).
   9. If the Agency Worker considers that s/he has not or may not have received equal treatment under the Agency Workers Regulations, the Agency Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of his/her concerns.
3. **AGENCY WORKER’S OBLIGATIONS**
   1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:
      1. co-operate with the Hirer’s reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer’s organisation;
      2. observe any relevant rules and regulations of the Hirer’s establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
      3. 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 Hirer;
      4. not engage in any conduct detrimental to the interests of theEmployment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
      5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;
      6. 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 Hirer’s or the Employment Business’ employees, business affairs, transactions or finances;
      7. on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
   2. If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Agency Worker undertakes to:
      1. inform the Employment Business of any Calendar Weeks between 1 October 2011 and prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;
      2. provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and
      3. inform the Employment Business if, since 1 October 2011, s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
         1. completed two or more assignments with the Hirer;
         2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
         3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
   3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.
   4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.
   5. The Agency Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.
   6. The Agency Worker acknowledges that any breach of his/her obligations set out in these Terms may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.
4. **TIMESHEETS**
   1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Agency Worker shall deliver to the Employment Business a timesheet 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 Hirer.
   2. Subject to clause 5.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
   3. Where the Agency Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business shall make no payment to the Agency Worker for hours not worked.
   4. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Agency Worker’s working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer’s premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker’s working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the Agency Workers Regulations.
5. **PAY AND DEDUCTIONS**
   1. For each Assignment the Employment Business shall pay to the Agency Worker the Hourly Rate. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Assignment Details Form.
   2. If the Agency Worker has completed the Qualifying Period on the start of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker the Actual QP Rate of Pay which will be notified on a per Assignment basis and set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
   3. The Hourly Rate, Actual Pay of Rate or Actual QP Rate of Pay, as applicable, will be paid [weekly/] in arrears, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments.
   4. Subject to any statutory entitlement under the relevant legislation referred to in clauses (Annual leave) and (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
   5. Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker’s pay any sums which s/he may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his/her negligence or breach of either the Employment Business’s or the Hirer’s rules.
6. **ANNUAL LEAVE** 
   1. The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave under the Working Time Regulations is 5.6 weeks.
   2. Entitlement to payment for leave under clause 7.1 accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year.
   3. Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR and in accordance with clauses 7.1 and 7.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
   4. All entitlement to leave must be taken during the course of the Leave Year in which it accrues and, save as may be set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form, none may be carried forward to the next year. The Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
   5. If the Agency 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 require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances the Employment Business will inform the Agency 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.
   6. Subject to clause 7.3, the amount of payment which the Agency 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 Agency Worker has worked on Assignment.
   7. Subject to clause 7.3, in the course of any Assignment during the first Leave Year, the Agency Worker is entitled to request leave at the rate of one-twelfth of the Agency Worker’s total holiday entitlement in each month of the leave year.
   8. Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and the Agency Worker does not work on that day, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), that day shall count as part of the Agency Worker’s paid annual leave entitlement
   9. Where this contract is terminated by either party, the Agency 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 7 at the date of termination.
7. **SICKNESS ABSENCE**
   1. The Agency Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
   2. The Agency Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor’s certificate thereafter.
   3. 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.
   4. In the event that the Agency Worker submits a Statement of Fitness for Work (**“the Statement”**) or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
   5. Where clause 8.4 applies, the Agency Worker’s placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.
8. **TERMINATION** 
   1. Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker’s Assignment at any time without prior notice or liability.
   2. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).
   3. If the Agency Worker does not inform the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3) this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
   4. If the Agency Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.
9. **INTELLECTUAL PROPERTY RIGHTS**

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly the Agency Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

1. **CONFIDENTIALITY**

In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:

* + 1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;
    2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and
    3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

1. **data protection**

means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

1. **PENSION**

Carlton Recruitment offers a workplace compliant pension scheme. All eligible workers will be automatically enrolled. Non Eligible and Entitled Workers have the option to join.

1. **Severability**

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

1. **NOTICES**

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

1. **GOVERNING LAW AND JURISDICTION**

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

**SCHEDULE: “QUALIFYING PERIOD”** **AND “TEMPORARY WORK AGENCY”**

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

1. the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
2. the break is:
   1. for any reason and not more than six Calendar Weeks;
   2. wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
   3. related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
   4. wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
3. ordinary, compulsory or additional maternity leave;
4. ordinary or additional adoption leave;
5. ordinary or additional paternity leave;
6. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
7. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
   1. wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
   2. wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
   3. wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
   4. wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
8. the Agency Worker returns to work in the same role with the Hirer,

any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i., ii, or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the Agency Workers Regulations being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

(a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or

(b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.

***Signed by the Agency Worker***

………………………………………………..………

[Print name and date here]

**ADDITIONAL DOCUMENT E – 48 HOUR OPT OUT AGREEMENT**

1. **DEFINITIONS**
   1. In these Terms the following definitions apply:

**“Agency Worker”** means **(Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**“Assignment”** means the period during which the Agency Worker is supplied to provide services to the Client;

**“Client”** means the person, firm or corporate body using the services of the Agency Worker;

**“Employment Business”**  means **Carlton Recruitment Limited**, Company Registered number **8357697** of Global House No 1 Ashley Avenue, Epsom, KT18 5AD

**“Working Week”** means an average of 48 hours each week calculated over a 17 week reference period

* 1. References to the singular unclude the plural and references to the masculine include the feminine and vice versa.
  2. The headings contained in this Agreement are for convenience only and do not affect ther interpretation.

1. **RESTRICTION**

The Working Time Regulations 1998 (as amended) provide that the Agency Worker shall not work on an Assisgment with the Client in excess of the Working Week in unless s/he agrees in writing that this limit should not apply

1. **CONSENT**

The Agency Worker hereby agrees that the Working Week limited shall not apply to the Assignment

1. **WITHDRAWAL OF CONSENT**
   1. The Agency Worker may end this Agreement by giving the Employment Business (................) notice in writing.
   2. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Agency Worker of an Assignment with a Client.
   3. Upon expiry of the notice period set out in clause 4.1 the Working Week limited shall apply with immediate effect.
2. **THE LAW**

This Agreement is govered by the law of **(England & Wales/Scotland)** and is subject to the exclusive jurisdiction of the Courts of **(England & Wales/Scotland)**

**Signed by the Agency Worker** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Carlton Recruitment

Bacs Payment Request Form

|  |  |
| --- | --- |
| Candidate Name: |  |
| Bank/Building Society Name: |  |
| Bank/Building Society Address: |  |
| Account Number: |  |
| Sort Code: |  |
| Building Society Reference: |  |
| Name in which the accoutn is held: |  |
| NI Number |  |

I hereby delcare that I take full responsibility for the information given above. If for any reason my details are wrong or have changed, I will advise Carlton Recruitment immediately.

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

1. **

|  |  |
| --- | --- |
| 1. *Company Name:* | Carlton Recruitment Solutions Ltd (‘the Company’) |
| 1. *Company Contact details:* | Directors – K.Kazal-Price & S. Driscall |
| 1. *Document DP5* | Privacy Notice |
| **Topic:** | Data protection |
| **Date:** | 25-05-2018 |
| **Version:** | 001 |

The Company is a recruitment business which provides work-finding services to its clients and work-seekers. The Company must process personal data (including sensitive personal data) so that it can provide these services – in doing so, the Company acts as a data controller.

You may give your personal details to the Company directly, such as on an application or registration form or via our website, or we may collect them from another source such as a jobs board. The Company must have a legal basis for processing your personal data. For the purposes of providing you with work-finding services and/or information relating to roles relevant to you we will only use your personal data in accordance with this privacy statement. At all times we will comply with current data protection laws.

**Contents**

1. Collection and use of personal data
   1. Purpose of processing and legal basis
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   3. Statutory/contractual requirement
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9. Links to external sites
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11. Data security
12. Changes to this privacy statement
13. Complaints or queries
14. **COLLECTION AND USE OF PERSONAL DATA**
15. **PURPOSE OF PROCESSING AND LEGAL BASIS**

The Company will collect your personal data (which may include sensitive personal data) and will process your personal data for the purposes of providing you with work-finding services. This includes for example, contacting you about job opportunities, assessing your suitability for those opportunities, updating our databases, putting you forward for job opportunities, arranging payments to you and developing and managing our services and relationship with you and our clients.

We may also send you marketing information and news via email/ text. You can opt-out from receiving these at any time by clicking “unsubscribe” when you receive these communications from us.]

In some cases we may be required to use your data for the purpose of investigating, reporting and detecting crime and also to comply with laws that apply to us. We may also use your information during the course of internal audits to demonstrate our compliance with certain industry standards.

We must have a legal basis to process your personal data. The legal bases we rely upon to offer our work-finding services to you are:

* Your consent
* Where we have a legitimate interest
* To comply with a legal obligation that we have
* To fulfil a contractual obligation that we have with you

1. **LEGITIMATE INTEREST**

This is where the Company has a legitimate reason to process your data provided it is reasonable and does not go against what you would reasonably expect from us. Where the Company has relied on a legitimate interest to process your personal data our legitimate interests is/are as follows:

* Managing our database and keeping work-seeker records up to date;
* Providing work-finding services to you and our clients;
* Contacting you to seek your consent where we need it;
* Giving you information about similar products or services that you have used from us recently;

1. **STATUTORY/CONTRACTUAL REQUIREMENT**

The Company has certain legal and contractual requirements to collect personal data (e.g. to comply with the Conduct of Employment Agencies and Employment Businesses Regulations 2003, immigration and tax legislation, and in some circumstances safeguarding requirements.) Our clients may also require this personal data, and/or we may need your data to enter into a contract with you. If you do not give us personal data we need to collect we may not be able to continue to provide work-finding services to you.

1. **RECIPIENT/S OF DATA**

The Company will process your personal data and/or sensitive personal data with the following recipients:

* Clients (whom we may introduce or supply you to)
* Former employers whom we may seek references from
* Payroll service providers who manage payroll on our behalf or other payment intermediaries whom we may introduce you to
* Other recruitment agencies in the supply chain

1. **INFORMATION TO BE PROVIDED WHEN DATA COLLECTED NOT FROM THE DATA SUBJECT]**

**Categories of data:** The Company has collected the following personal data on you:

*Personal data:*

* Name, address, mobile no., email
* National insurance no.
* Nationality (through right to work check)

*Sensitive personal data:*

* [Health information including whether you have a disability]
* [Criminal conviction]

**Source of the personal data:** The Company sourced your personal data/sensitive personal data:

**From Reed, CV Library, Jobs in Kent, Total Jobs and other jobs boards as the need may dictate, LinkedIn**

* A former employer
* A referee whose details you previously provided to us
* Software providers who we use to support our services including Oxford Software and others as the need dictates
* Cookies listed in section 7

This information came from a publicly accessible source.

1. **OVERSEAS TRANSFERS [OPTIONAL]**

The Company may transfer the information you provide to us to countries outside the European Economic Area (‘EEA’) for the purposes of providing you with work-finding services. We will take steps to ensure adequate protections are in place to ensure the security of your information. The EEA comprises the EU member states plus Norway, Iceland and Liechtenstein.

1. **DATA RETENTION**

The Company will retain your personal data only for as long as is necessary for the purpose we collect it. Different laws may also require us to keep different data for different periods of time. For example, the Conduct of Employment Agencies and Employment Businesses Regulations 2003, require us to keep work-seeker records for at least one year from (a) the date of their creation or (b) after the date on which we last provide you with work-finding services.

We must also keep your payroll records, holiday pay, sick pay and pensions auto-enrolment records for as long as is legally required by HMRC and associated national minimum wage, social security and tax legislation. This is currently 3 to 6 years.

Where the Company has obtained your consent to process your personal and sensitive personal data we will do so in line with our retention policy (a copy of which is attached). Upon expiry of that period the Company will seek further consent from you. Where consent is not granted the Company will cease to process your personal data and sensitive personal data.

1. **YOUR RIGHTS**

Please be aware that you have the following data protection rights:

* The right to be informed about the personal data the Company processes on you;
* The right of access to the personal data the Company processes on you;
* The right to rectification of your personal data;
* The right to erasure of your personal data in certain circumstances;
* The right to restrict processing of your personal data;
* The right to data portability in certain circumstances;
* The right to object to the processing of your personal data that was based on a public or legitimate interest;
* The right not to be subjected to automated decision making and profiling; and
* The right to withdraw consent at any time.

**You can also contact us using the above details if you want us to restrict the type or amount of data we process for you, access your personal data or exercise any of the other rights listed above.**

Where you have consented to the Company processing your personal data/and sensitive personal data you have the right to withdraw that consent at any time by contacting S.Driscall or K.Kazal-Price – email address [elite@carlton-recruitment.com](mailto:elite@carlton-recruitment.com) – 01372253350.

There may be circumstances where the Company will still need to process your data for legal or official reasons. We will inform you if this is the case. Where this is the case, we will restrict the data to only what is necessary for the purpose of meeting those specific reasons.

If you believe that any of your data that the Company processes is incorrect or incomplete, please contact us using the details above and we will take reasonable steps to check its accuracy and correct it where necessary.

**You can also contact us using the above details if you want us to restrict the type or amount of data we process for you, access your personal data or exercise any of the other rights listed above.**

1. **COOKIES**

We may obtain data about you from cookies. These are small text files that are placed on your computer by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site. Cookies also enable us to deliver more personalised content.

The table below explains the cookies we use and why.

|  |  |  |  |
| --- | --- | --- | --- |
| Cookie | Name | Purpose | More information |
|  |  |  |  |

Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, [please refer to our Cookie policy]. [Please note that in a few cases some of our website features may not function if you remove cookies from your browser.]

1. **LOG FILES**

We use IP addresses to analyse trends, administer the site, track users’ movements, and to gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

1. **LINKS TO EXTERNAL WEBSITES**

The Company’s website may contain links to other external websites. Please be aware that the Company is not responsible for the privacy practices of such other sites. When you leave our site we encourage you to read the privacy statements of each and every website that collects personally identifiable information. This privacy statement applies solely to information collected by the Company’s website.

1. **SALE OF BUSINESS**

If the Company’s business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

1. **DATA SECURITY**

The Company takes every precaution to protect our users’ information. e.g. firewalls, browser certification technology, limited access, use of passwords etc.

Only employees who need the information to perform a specific job (for example, consultants, our accounts clerk or a marketing assistant) are granted access to your information.

The Company uses all reasonable efforts to safeguard your personal information. However, you should be aware that the use of email/ the Internet is not entirely secure and for this reason the Company cannot guarantee the security or integrity of any personal information which is transferred from you or to you via email/ the Internet.

If you share a device with others we recommend that you do not select the “remember my details” function when that option is offered.

**If you have any questions about the security at our website, you can email** S.Driscall or K.Kazal-Price – email address [elite@carlton-recruitment.com](mailto:elite@carlton-recruitment.com) – 01372253350.

1. **CHANGES TO THIS PRIVACY STATEMENT**

We will update this privacy statement from time to time. We will post any changes on the statement with revision dates. If we make any material changes, we will notify you.

1. **COMPLAINTS OR QUERIES**

If you wish to complain about this privacy notice or any of the procedures set out in it please contact: K.Kazal-Price or S.Driscall – email address [elite@carlton-recruitment.com](mailto:elite@carlton-recruitment.com) – 01372253350.

You also have the right to raise concerns with Information Commissioner’s Office on 0303 123 1113 or at <https://ico.org.uk/concerns/>, or any other relevant supervisory authority should your personal data be processed outside of the UK, if you believe that your data protection rights have not been adhered to.