



Catering Recruitment, Events and Private Dining

Austin Powell Ltd

Data Protection Statement

The information that you provide on this form and on any CV given will be used by Austin Powell Catering Recruitment to provide you with temporary work. In providing this service to you, you consent to your personal data being included on a computerised database and consent to us transferring your personal details to our clients.

We may check the information collected, with third parties or with other information held by us.

We may also use or pass to certain third parties' information to prevent or detect crime, to protect public funds, or in other ways permitted by law.

Application Form

PLEASE USE BLOCK CAPITALS	PRIVATE AND CONFIDENTIAL
Personal Details	Position Applied for:
Title:	Nationality:
Surname:	Home number:
First Name:	Mobile number:
Gender:	Email:
Place and Country of Birth:	Dates When surname & maiden name used:
Marital Status:	
NI number:	
Home Address:	How did you hear about Austin Powell Ltd
	Advert (which newspaper)
	Recommendation (from whom)
	Other (please specify)
Post Code:	

Previous Address Details:	For DBS Purposes	Last 5 years
Date From MM/YYYY	Date To MM/YYYY	Address including P/code



Permission to work in the UK

Do you have immigration permission to work in the UK? Yes/No
(please delete clearly as appropriate)

In line with UKBA guidance on the prevention of illegal working we will need to verify and take a copy of your original ID documentation as evidence of your right to work in the UK if you are to be engaged by Austin Powell Ltd for temporary work.

Emergency Contact (to be contacted in case of emergency)

Name:

Relationship:

Address:

Telephone number:

Education and Qualifications (City & Guilds, NVQ, 'A' levels, GCSE's ect.)

Name & address of school/college	From	To	Examinations/Qualifications taken	Results/Grades Gained

Previous Employers (please list last 3 position)

Company name and address	Telephone No	Reported to	Dates from & to	Reason for leaving



Work Details

Have you ever worked for Austin Powell Ltd before? Y/N

If **Yes** when and where?

Please give the minimum hourly rate you are prepared to work for: £

Are you available to work the same day we ring Y/N

Please circle any days you are **not** available to work:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Means of transport:	Car	Bus	Taxi	Underground	Main Station	

Medical Details

Food hygiene is vital part of the catering environment. To help us identify those assignments which are not most suitable for you? Please complete the following questions to the best of your knowledge:

When was your last full medical?

If more than one year ago please state the date of your last visit to your doctor:

Was it to assess your ability for food handling?

Please give the dates of your last visit to the dentist

Do you or have you ever suffered from the following conditions?

• Fainting	Yes/No	• Ear trouble	Yes/No
• Fits or Blackouts	Yes/No	• High Blood Pressure	Yes/No
• Giddiness	Yes/No	• Varicose Veins	Yes/No
• Recurring Headaches	Yes/No	• Back trouble	Yes/No
• Deafness or Ear trouble	Yes/No	• Skin trouble	Yes/No
• Eye trouble	Yes/No	• Eczema	Yes/No
• Recurring Cheat Disease	Yes/No	• Diabetes	Yes/No
• Asthma	Yes/No	• Recurring Stomach trouble	Yes/No
• Hay fever	Yes/No	• Recurring Bowel trouble	Yes/No
• Any type of food allergy	Yes/No		

If you answered **yes** to any of the above, please give details:

Are you receiving any medical treatment at present? Yes/No

If **yes** please give details:

Have you ever been dismissed from or refused employment on health grounds? Yes/No

If **yes** please give details:



In the last two years have you been off work due to illness or injury?	Yes/No
If yes please state how many working days missed:	

Have you ever suffered or been in contact with someone suffering from any of the following					
•	Typhoid Fever	Yes/No	•	Paratyphoid	Yes/No
•	Salmonella	Yes/No	•	Dysentery	Yes/No
•	Cholera	Yes/No	•	Hepatitis A	Yes/No

If **Yes** to any of the above please answer the following:

•	When did you suffer from this condition?
•	When did you last receive treatment for this condition?
•	Have you been cleared of this condition by a doctor?

At present are you suffering from any of the following?

•	A discharging ear	Yes/No	•	Cough with Phlegm	Yes/No
•	Boils or Styes	Yes/No	•	Septic Fingers	Yes/No
•	Mouth, nose or throat infection	Yes/No	•	Abdominal pain, diarrhoea or fever	Yes/No
•	Skin trouble affecting hands, arms or face	Yes/No	•	Any flu like symptoms	Yes/No

Are there any other diseases or illnesses **not** already mentioned that you have suffered or are suffering from?

.....

.....

.....

Health and Disability

The following questions on health and disability are asked in order to find out your needs in terms of reasonable adjustments to access our recruitment service and to find out your needs in order to perform the job or position sought.

1.1 Do you have any health issues or a disability relevant which may make it difficult for you to carry out functions which are essential for the role you seek? Yes/No

(please delete clearly as appropriate)

If yes, please

specify.....

1.2 If you have a disability, what are your needs in terms of reasonable adjustments in order to access this recruitment service and to attend interview, or to take aptitude tests etc?

Please specify.....



References:

Please give name, address, email address and telephone number details of two referees:

1.

2.

Do you object to your references being checked? Yes/No

GDPR Declaration:

Company Name:	Austin Powell Ltd
Document :	Consent declaration
Topic:	Data protection
Date:	16 th April 2018
Version:	V1

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

Personal data

- Name
- Date of birth
- Contact details, including telephone number, email address and postal address
- Experience, training and qualifications
- CV
- National insurance number
- Include any other relevant personal data

Sensitive personal data

- Disability/health condition relevant to the role
- Criminal conviction
- Include any other relevant sensitive personal data
- 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 contracted client/s in order to provide me with temporary or permanent work.



- For the Company to process my data on a computerised database provided by Simplicity in Business in order to provide me with temporary or permanent work.
- For the Company to process my data using automated decision-making processes
- Include any other relevant purposes for processing personal data

I also consent to the Company processing my personal data with third parties including [The REC, WSH Group and all government authorities] 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 for 6 years from the financial end of year of employment in accordance with our statutory obligation to HMRC.

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.

☐ I hereby give my consent

☐ I hereby decline my consent

☐ I hereby apply for the right to be forgotten

Signed:.....

Date:.....

PRINT NAME:.....

ICO Details:

Information Commissioners' Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

Criminal Convictions (please delete clearly as appropriate)

Do you have any unspent* criminal convictions? Yes/No

If yes, state convictions and dates

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.....
.....

2

*Certain types of employment and professions are exempt from the Rehabilitation of Offenders Act 1974 and in those cases particularly where the employment is sought in relation to positions involving working with children or vulnerable adults, details for all criminal convictions must be given. The information given will be treated in the strictest of confidence and only taken into account where, in the reasonable opinion of [insert company name], the offence is relevant to the post to which you are applying. **Failure to declare a conviction may require us to exclude you from our register or terminate an assignment if the offence is not declared but later comes to light.**



Catering Recruitment, Events and Private Dining

Equal opportunities statement

Austin Powell Ltd is committed to a policy of equal opportunities for all work seekers and shall adhere to such a policy at all times and will review on an on-going basis on all aspects of recruitment to avoid unlawful or undesirable discrimination. We will treat everyone equally irrespective sex, sexual orientation, gender reassignment, marital or civil partnership status, age, disability, colour, race, nationality, ethnic or national origin, religion or belief, political beliefs or membership or non-membership of a Trade Union and we place an obligation upon all staff to respect and act in accordance with the policy.

Austin Powell Ltd shall not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers. Austin Powell Ltd will ensure that each candidate is assessed only in accordance with the candidate's merits, qualification and ability to perform the relevant duties required by the particular vacancy.

Candidate Declaration

I hereby confirm that the information given is true and correct. I consent to my personal data and CV being forwarded to clients. I consent to references being passed onto potential employers.

If, during a temporary assignment, the Client wishes to employ me direct, I acknowledge that Austin Powell Limited will be entitled either to charge the client an introduction/transfer fee, or to agree an extension of the hiring period with the Client (after which I may be employed by the Client without further charge being applicable to the Client).

Signed by candidate

.....

Name.....

Date.....

I confirm that I have received the following and have read and understood the details given:

1) 48 Hour Working Time	
2) Austin Powell Ltd Criteria for Temporary Staff	
3) Manual handling Fact Sheet	
4) Information on the Control of Substances Hazardous to Health (C.O.S.H.H)	
5) Workplace Pension Information Document	

Name

.....

Signature

.....

Date

.....

Interview Comments:

For office use Only:

ID Passport		Driving Licence	
Bank Details		Other	
Work Permit		Marriage Certificate	



Catering Recruitment, Events and Private Dining

Austin Powell Ltd

TERMS OF ENGAGEMENT FOR AGENCY WORKERS
(CONTRACT FOR SERVICES)

July 2011

1. DEFINITIONS AND INTERPRETATION

1.1. 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 when s/he completes the Qualifying Period of 12 weeks. 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” **NAME of Worker**

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; Child Maintenance, Court Ordered, Trade Union Subscriptions, Pension Contributions, DBS Clearance, Training Costs, Loans & subs Given.



“Assignment”	means assignment services to be performed by the Agency Worker for the Hirer or catering Company 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/Catering Company;
“Assignment Details Form”	means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment;
“Calendar Week”	means any period of 7 days starting with the same day as the first day of the First Assignment;(Our weeks are Monday to Sunday)
“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;
“Data Protection Laws”	means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations 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 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”	AUSTIN POWELL Limited (registered company no. 6281491) of 3 Holmesdale Road Reigate Surrey RH2 0BA



“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:

- (a) the relevant Assignment; or
- (b) if, prior to the relevant Assignment:
 - i. 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
 - ii. 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 body 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 **£8.21 per hour for 21 years and over** 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;

“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 and runs until the anniversary of 31 December each year. All Holiday must be taken in this period; No holiday entitlement will be carried forward.**



- “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 relevant Hirer 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 these Terms and Conditions;
- “Terms”** means these terms of engagement 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”** means all types of Catering Assignments
- “Working Time Regulations”** means the Working Time Regulations 1998.
- 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.
- 1.4. 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.



2. THE CONTRACT

- 2.1. 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.
- 2.2. 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.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the 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.
- 2.4. 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.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 3.1. 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.
- 3.2. 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:
 - 3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and
 - 3.2.2. 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.
- 3.3. 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:
 - 3.3.1. the identity of the Hirer, and if applicable the nature of their business;
 - 3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
 - 3.3.3. the Type of Work, location and hours during which the Agency Worker would be required to work;



- 3.3.4. the Hourly Rate that will be paid and any expenses payable by or to the Agency Worker;
 - 3.3.5. 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;
 - 3.3.6. what experience, training, qualifications and any authorization required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment; and
 - 3.3.7. the intervals of payment.
- 3.4. 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:
- 3.4.1. 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
 - 3.4.2. 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.
- 3.5. 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.
- 3.6. For 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.
- 3.7. 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.
- 3.8. 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).



- 3.9. 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.

4. TEMPORARY WORKER'S OBLIGATIONS

- 4.1. 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:

- 4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
- 4.1.2. 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;
- 4.1.3. 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;
- 4.1.4. not engage in any conduct detrimental to the interests of the Employment 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;
- 4.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;
- 4.1.6. 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;
- 4.1.7. 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.

- 4.2. 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:

- 4.2.1. 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;



- 4.2.2. 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
- 4.2.3. 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:
 - 4.2.3.1. completed two or more assignments with the Hirer;
 - 4.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - 4.2.3.3. 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.
- 4.3. If the Agency Worker is unable for any reason to attend work during an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. If 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.
- 4.4. If, either before or during 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.
- 4.5. 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.

5. TIMESHEETS

- 5.1. 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 or Company.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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.



6. REMUNERATION

6.1. The Employment Business shall pay to the Agency Worker the Actual Rate of Pay unless and until the Agency Worker completes the Qualifying Period. The Actual Rate of Pay will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form or email to the worker.

6.2. 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, the Employment Business shall pay to the Agency Worker:

6.2.1. the Actual QP Rate of Pay; and

6.2.2. the Emoluments (if any),

which will be notified on a per Assignment basis and as set out in the relevant Assignment Details Form or email any variation to the relevant Assignment Details Form.

6.3. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 and 8 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.

6.4. 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, the Agency Worker may be entitled to receive a bonus. The Agency Worker will comply with any requirements of the Employment Business and/or the Hirer relating to the assessment of the Agency Worker's performance for determining whether or not the Agency Worker is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, the Agency Worker is entitled to receive a bonus, the Employment Business will pay the bonus to the Agency Worker.

6.5. Where the Agency Worker holds a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, the Agency Worker must declare this to the Employment Business and produce the Certificate. In such cases the Employment Business shall not deduct Class 1 National Insurance Contributions from the Actual Rate of Pay or the Actual QP Rate of Pay (where applicable) but it shall be the responsibility of the Agency Worker to pay such social fee contributions as may be applicable in the Member State concerned. In the event that the Agency Worker fails to pay such contributions and the Employment Business is required to pay contributions either in the UK or the Member State concerned, the Agency Worker undertakes to indemnify the Employment Business and the Employment Business shall be entitled to deduct the amount paid in contributions from any sums owed to the Agency Worker.

7. ANNUAL LEAVE

7.1. 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 which is 28 days per annum.



- 7.2. 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. Holiday form must be completed and returned to the office given one weeks' notice of intended holiday leave.
- 7.3. Under the Agency Workers Regulations, 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 Working Time Regulations 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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 Assignments. 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.
- 7.7. 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), the Agency Worker may, upon giving the notice in clause 7.5, take a bank holiday or other public holiday as part of his/her paid annual leave entitlement.
- 7.8. 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.

8. SICKNESS ABSENCE

- 8.1. The Agency Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2. 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.
- 8.3. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during an Assignment and that qualifying day shall be the Wednesday in every week. A worker who claims SSP will only be eligible to



receive payment if s/he is absent due to illness for 4 or more consecutive qualifying days and subject to satisfying all relevant criteria. A “qualifying day” is one on which the worker normally works. So, if a worker normally works Monday to Friday those will be the qualifying days. However, if a worker works on an intermittent basis with no regular pattern of work it is possible to rely on this clause to stipulate that a worker must be absent on 4 consecutive Wednesdays to qualify for SSP. This argument should only be used where there is genuinely no obvious pattern of work. SSP is payable from the fourth day of sickness.

- 8.4. 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.
- 8.5. 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.

9. TERMINATION

- 9.1. 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.
- 9.2. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered between the Employment Business and the Hirer. If 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).
- 9.3. 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.
- 9.4. If the Agency Worker is absent during 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.
- 9.5. If the Agency Worker does not report to the Employment Business to notify his/her availability for work for a period of [3] weeks, the Employment Business will forward his/her P45 to his/her last known address.

10. 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.



11. CONFIDENTIALITY

11.1. 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:

- 11.1.1. 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 apart from information already in the public domain;
- 11.1.2. 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 Assignment; and
- 11.1.3. 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 during its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

12. DATA PROTECTION

12.1. The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.

12.2. The Agency Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Agency Worker to the Hirer (now or in the future), and the Hirer:

- 12.2.1. processing his/her personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and
- 12.2.2. Exporting and/or processing his/her personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these Terms.

13. 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.



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14. 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.

15. 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**.

Signed by the Agency Worker

[Print name here]

Date: _____



48 HOUR OPT OUT AGREEMENT

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:

“Agency Worker”	means.....
“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 Austin Powell Limited , (registered company number 6281491 of 3 Holmesdale Road Reigate Surrey RH2 0BA
“Working Week”	means an average of 48 hours each week calculated over a 17-week reference period.

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

1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

2. RESTRICTION

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

3. CONSENT

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



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4. WITHDRAWAL OF CONSENT

- 4.1. The Agency Worker may end this Agreement by giving the Employment Business **1 weeks' notice** in writing.
- 4.2. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Agency Worker of an Assignment with a Client.
- 4.3. Upon the expiry of the notice period set out in clause 4.1 the Working Week limit shall apply with immediate effect.

5. THE LAW

This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.

Opt In to agree to 48 Hour working time Directive:

Signed by the Agency Worker

Date _____

Opt Out if not agreeing to 48 Hour Working Time Directive:

Signed by the Agency Worker

Date _____



Catering Recruitment, Events and Private Dining

Austin Powell Ltd

Information on the Control of Substances Hazardous to Health (C.O.S.H.H) Regulations 1998

Under these regulations all persons at work must be aware of the safety precautions to take so as not to endanger themselves or other people through exposure to substances hazardous to health.

Below are four general classifications of risk, appropriate symbols, meaning and the necessary safety precautions.

Toxic/Very Toxic

May cause serious health risk or even death if inhaled, ingested or if penetrates the skin. Precautions are:



- Wear suitable protective clothing, gloves and eye/face protection
- After contact with skin, wash immediately with plenty of water
- In case of contact with eyes, wash immediately with plenty of water
- In case of accident or if you feel unwell, seek medical advice immediately

Corrosive

May on contact cause destruction of living tissues or burns. Precautions are:



- Wear suitable gloves and eye/face protection
- Remove immediately all contaminated clothing
- In case of contact with skin, wash immediately with plenty of water
- In case of contact with eyes, rinse immediately with plenty of water and seek medical advice

Harmful

May cause limited health risk if inhaled or ingested or if it penetrates the skin. Precautions are:



- Do not breath vapour/spray/dust
- Avoid contact with the skin
- Wash thoroughly before you eat, drink or smoke
- In case of contact with eyes, rinse immediately with plenty of water and seek medical advice



Irritant

May cause inflammation and irritation on immediate or repeated prolonged contact with the skin or if inhaled. Precautions are:



- Do not breath vapour/spry/dust
- Avoid contact with the skin
- In case of contact with eyes, rinse immediately with plenty of water and seek medical advise
- In case of contact with skin, wash immediately with plenty of water

General Guidelines on C.O.S.H.H.

- ☐ Always read and understand copies of the relevant C.O.S.H.H. data sheets from the client before using any hazardous substances.
- ☐ Ensure hazardous substances are suitable for the intended task.
- ☐ Check the container and instruction labels are intact.
- ☐ Check work area/equipment for potential dangers.
- ☐ Put on any protective clothing required.
- ☐ Prepare hazardous substances/cleaning materials as directed on the label.
- ☐ Use hazardous substances/cleaning materials as directed on the label.
- ☐ Dispose of any unused hazardous substances safely (if unsure, ask)
- ☐ Return hazardous substances to the correct storage area.
- ☐ NEVER mix hazardous substances.
- ☐ Do not smoke, eat or drink whilst near of using hazardous substances.



Austin Powell Ltd

SAFE MANUAL HANDLING

Why you should learn to move things the right way:

Because you will help reduce the risk of accidents and injuries.

These can include:

Strains and Sprains – Muscles and joints can be damaged by over exertion

Fractures – Dropping heavy loads can break bones.

Wounds – Handling sharp, rough surfaces can cut or bruise the skin.

Hernias – The strain of lifting can cause painful ruptures in the abdominal wall.

MOVING THINGS THE WRONG WAY

May injure your back.

You may also be at risk of injury if you are not:

Properly trained to work safely.

Provided with safe system of work and adequately supervised. Physically suited to the job – in a proper state to carry out a given task.

Wearing the correct clothing – footwear and other protective equipment for the type of work that you are undertaking.

Back injuries and other sprains, strains, cuts & bruises can usually be prevented!

PREVENT PAIN, INJURIES AND DAMAGE

Follow these basic tips to prevent accidents

EXAMINE THE OBJECT

Determine its weight and look for sharp edges. All loads, which are heavy or awkward, should be marked. Check to see if the load is stable and equally distributed. This is a responsibility that your supervisor shares with you.

PLAN THE JOB

Check with your supervisor on a safe system of work. Plan a route that is free from tripping & slipping hazards. Known where the object will be unloaded and plan rest stops along the way if carrying for any distance.



GET A GOOD GRIP

Decide in advance how to hold the object. Protect your hands & feet by grasping the load firmly. If you wear gloves to prevent cuts or burns, make sure that they fit correctly.

GET HELP

Use mechanical aids if available, trolleys etc. are an easy way to lighten the load. If you are in doubt about moving an object, get help.

WEAR THE RIGHT EQUIPMENT

This may include:

- ☐ Anti-slip safety shoes.
- ☐ A hard hat.
- ☐ Safety goggles.
- ☐ A respirator.
- ☐ Protective gloves.
- ☐ Durable clothing (loose enough for free movement, but tight enough to avoid getting caught up)

REST, OR ROTATE TASKS

Avoid becoming over tired. Frequent lifting, lowering and moving is demanding work and can result in cumulative stress.

Careless lifting, pushing and carrying can cause strains, sprains and breaks. Injuries like sprains accumulate so they can become a form of permanent damage.

Do this...



...to avoid this.





Catering Recruitment, Events and Private Dining

You should bend your knees when lifting anything heavy.

Do this...



...to avoid this.



Always check that your path is not slippery.

Do this...



...to avoid this.



Check that there is no obstacle in your way.

...to avoid this.

Do this...



Keep your back as straight as possible when pushing a heavy load.

Here is a diagram of how to lift, carry and lower a load safely.





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Work Criteria

SKILLS: A high and consistent level of work. All temporary staff should always perform their job to the highest possible standard.

PROFESSIONALISM: Conduct should be business like at all times. You should be punctual, behave in a sensible and mature manner, respecting client's confidentiality and regulations.

ATTITUDE /ADAPTABILITY: A positive attitude towards temporary work. i.e. Accepting lower skilled jobs or jobs involving mundane tasks when others are not available. Taking pride in your work and having a flexible approach. Adapting to each new situation with a willingness to fit into each client's business environment. Always be pleasant and polite, a smile goes along way!

APTITUDE: Possessing the personality to cope with and enjoy the inconsistent nature of temporary work.

GROOMING: Full dress code when on assignments will be adhered to always. Black and whites (no t-shirts or trainers). Clean smart appearance and good personal hygiene are an absolute must.

LOYALTY/CONSISTENCY: Show loyalty to the company. Always complete your assignments. Act as an ambassador for Austin Powell. Consistently produce excellent levels of work. Getting predominately GOOD on your time sheets.

REFERRALS: Based on your own good experiences, encourage friends to become Austin Powell temporaries, which will further confirm your loyalty and support.



Workplace Pension

Austin Powell Ltd has chosen the NEST Pensions to help you save for your retirement and to meet its legal requirements to automatically enrol its eligible job holders into a qualifying workplace pension scheme. Austin Powell Ltd are pleased to be working with you to help ensure that you have the opportunity to save for a more secure retirement.

If you join the Plan the payments into your pension fund would be:

- Your contribution - 3.00% of your pensionable earnings. This will be taken directly from your pay before tax is calculated.
- Your employer will also contribute 2.00% of your pensionable earnings.
- In the Plan, tax relief goes into your pension immediately as your contributions are deducted from your earnings before tax is calculated. Tax relief means some of your money that would have gone to the government as tax now goes into your pension instead. This means you don't need to do anything to get the tax relief paid into your pension. It will happen automatically.
- Your employer may need to increase the amounts being paid into your pension over the next few years. This is to meet the minimum standards set by the government.

Further details are available in 'Key Plan Features' on the NEST Pensions website on www.nestpensions.org.uk.

If you wish to join the Plan the quickest way is to either call 0300 020 0090 or email at support@nestpensions.org.uk area to request to join.

If you do not wish to join the Plan at this time, there is nothing more that you need to do. However, you will be assessed as part of every payroll run, and if you meet the criteria you will be automatically enrolled into the Plan. Note though that if this were to happen you would have the option to opt out of the Plan. This form can be requested from NEST Pensions.

Please read all information on the website carefully and take independent financial advice if you feel it necessary as Austin Powell Ltd are unable to offer financial advice to you.

Sally Austin

Director



Safeguarding Training

Since 2006 and the Soham murders of two young girls by their school caretaker the protection of and prevention of abuse of children and vulnerable adults has been enshrined in law. As a Temporary worker, your time with any set group of children or vulnerable people will be brief, but a new person can sometimes see and hear things that others do not. This training is a brief overview to understanding the principles of Safeguarding

What is Safeguarding?

In short, Safeguarding is a principle set into a framework that will protect vulnerable people from harm and abuse.

Who are vulnerable people?

- Children
- Older People
- Those with learning difficulties
- Disabled persons

What is abuse?

Any action that leads a victim to being hurt, upset, frightened or manipulated into doing something that they know to be wrong or that they do not want to. Abuse can be:

- Sexual
- Physical
- Verbal
- Emotional
- Financial
- Bullying
- Modern Slavery
- Neglect
- Domestic

Changes in Behaviour to look out for:

- Increased absenteeism
- Bruises and cuts that cannot be easily explained away
- Withdrawal or anti-social behavior
- Emotional difficulties such as anger, anxiety, sadness, low self esteem
- Problems with Drugs and Alcohol
- Eating Disorders or Self harm



Dos and Don'ts of Safe guarding vulnerable people:

- Do be vigilant and report any suspicions to the appropriate authorities e.g. childline, the police
- Do not ever do nothing if you have concerns
- Do ask vulnerable people if they have concerns
- Do not confront an abuser as this will alert them to your intentions and may lead to the vulnerable person affected being further abused to keep them quiet.

Employers' Responsibilities:

- Not to hire anyone inappropriate to work with vulnerable people
- To have in place DBS checks on all potential staff and volunteers, before they are left alone with vulnerable people
- To report to the appropriate authorities anyone who harms a vulnerable person
- To regularly update DBS checks
- To put in place safeguarding policy and training

PRINT NAME:

SIGNATURE:

DATE:



CSE Awareness Training

Each year in England thousands of children and young people are raped or sexually abused. This includes children who have been abducted and trafficked, or beaten, threatened or bribed into having sex.

Media coverage of police investigations into the crimes of Jimmy Savile and other prominent figures have brought child sexual abuse and exploitation to public attention.

But while police tackle the problem, child sexual exploitation continues to happen every day. It's important to understand what child sexual exploitation is and to be aware of warning signs that may indicate a child you know is being exploited.

What is child sexual exploitation?

Before explaining child sexual exploitation, it is helpful to understand what is meant by the age of consent (the age at which it is legal to have sex). This is 16 for everyone in the UK. Under the age of 16, any sort of sexual touching is illegal.

It is illegal to take, show or distribute indecent photographs of children, or to pay or arrange for sexual services from children.

It is also against the law if someone in a position of trust (such as a teacher) has sex with a person under 18 that they have responsibility for.

Child sexual exploitation is when people use the power they have over young people to sexually abuse them. Their power may result from a difference in age, gender, intellect, strength, money or other resources.

People often think of child sexual exploitation in terms of serious organised crime, but it also covers [abuse in relationships](#) and may involve informal exchanges of sex for something a child wants or needs, such as accommodation, gifts, cigarettes or attention. Some children are "groomed" through "boyfriends" who then force the child or young person into having sex with friends or associates.

Sexual abuse covers penetrative sexual acts, sexual touching, masturbation and the misuse of sexual images – such as on the internet or by mobile phone.

Part of the challenge of tackling child sexual exploitation is that the children and young people involved may not understand that non-consensual sex (sex they haven't agreed to) or forced sex – including oral sex – is rape.



Which children are affected?

Any child or young person can be a victim of sexual exploitation, but children are believed to be at greater risk of being sexually exploited if they:

- are homeless
- have feelings of low self-esteem
- have had a recent bereavement or loss
- are in care
- are a [young carer](#)

However, there are many more ways that a child may be vulnerable to sexual exploitation. The signs of child sexual exploitation may be hard to spot, particularly if a child is being threatened. To make sure that children are protected, it's worth being aware of the signs that might suggest a child is being sexually exploited.

Signs of grooming and child sexual exploitation

Signs of child sexual exploitation include the child or young person:

- going missing for periods of time or regularly returning home late
- skipping school or being disruptive in class
- appearing with unexplained gifts or possessions that can't be accounted for
- experiencing health problems that may indicate a [sexually transmitted infection](#)
- having mood swings and changes in temperament
- using drugs and/or alcohol
- displaying inappropriate sexualised behaviour, such as over-familiarity with strangers, dressing in a sexualised manner or sending sexualised images by mobile phone ("sexting")
- they may also show signs of unexplained physical harm, such as bruising and cigarette burns

Preventing abuse

The [NSPCC](#) offers advice on how to protect children. It advises:

- helping children to understand their bodies and sex in a way that is appropriate for their age
- developing an open and trusting relationship, so they feel they can talk to you about anything
- explaining the difference between safe secrets (such as a surprise party) and unsafe secrets (things that make them unhappy or uncomfortable)
- teaching children to respect family boundaries, such as privacy in sleeping, dressing and bathing
- teaching them self-respect and how to say no
- supervising internet, mobile and television use



Who is sexually exploiting children?

People of all backgrounds and ethnicities and of many different ages, are involved in sexually exploiting children. Although most are male, women can also be involved in sexually exploiting children. For instance, women will sometimes be involved through befriending victims.

Criminals can be hard to identify because the victims are often only given nicknames, rather than the real name of the abuser.

Some children and young people are sexually exploited by criminal gangs specifically set up for child sexual exploitation.

What to do if you suspect a child is being sexually exploited

If you suspect that a child or young person has been or is being sexually exploited, the NSPCC recommends that you do not confront the alleged abuser. Confronting them may place the child in greater physical danger and may give the abuser time to confuse or threaten them into silence.

Instead, seek professional advice. Discuss your concerns with your local authority's children's services (safeguarding team), the police or an independent organisation, such as the NSPCC. They may be able to advise on how to prevent further abuse and how to talk to your child to get an understanding of the situation.

If you know for certain that a child has been or is being sexually exploited, report this directly to the police.

How common is child sexual exploitation?

The Office of the Children's Commissioner (OCC) estimates that between August 2010 and October 2011, around 2,409 children were confirmed as having been sexually exploited, with a further 16,500 being identified as at risk. However, the OCC says that evidence suggests the number is far greater.

Print Name:

Signature:.....

Date:



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AUSTIN POWELL LTD

PAYROLL DETAILS –NEW STARTER DECLARATION

Please complete for the following details for payroll purposes:

Name: Mr / Mrs / Miss / Ms / Other

Address:

Date of Birth:

Town & County of Birth:

Country of Birth:

National Insurance Number:

Name and address of Bank:

A/C Number:

Sort Code:

A/C in the Name of:

Branch where account held:



Your present circumstances

Read all the following statements carefully and enter 'X' in the boxes that apply to you.

- A This is my first job since last 6 April and have not been receiving taxable Jobseekers Allowance, Employment and Support Allowance or taxable Incapacity Benefit or a state or occupational pension ☐
- B This is now my only job, but since last 6 April I have had another job, or have received taxable Jobseekers Allowance, Employment and Support Allowance or Incapacity Benefit. ☐
- C I have another job or receive a state or occupational pension ☐
- D I have an income – contingent Student Loan that I have to repay through my pay ☐
• Deduct Plan 1 Student Loan Repayments ☐
• Deduct Plan 2 Student Loan Repayments ☐
The HMRC will advise which Plan you are on, we require this information to be able to make student loan deductions on your behalf
- E I enclose a P45 ☐

I can confirm that the above information is correct

PRINT NAME:

SIGNATURE:

DATE:
