

2013

New Starter Application Form

!PLEASE READ VERY CAREFULLY!

It is **very important** that you fill out all of the questions in **ALL** sections honestly and efficiently and **provide any required tickets** for your job role. It is a requirement that all candidates **MUST** have a **valid CSCS card**. If you do not provide the requested information, you will not be able to work on site and **may delay your payments from us**.

Full Name:			
FORM:	YES:	NO:	
CIS/UTR Registration Form:			
Contract For Services:			
Health Assessment Form:			
Health Questionnaire:			
Valid CSCS Card:			
Copies of further tickets:			

*Please make sure you tick all as appropriate

Contact

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New Starter Form **PERSONAL DETAILS**

First & Middle Names:

Surname:

Date of Birth:

Address:

Postcode:

Email Address:

Home Telephone:

Mobile Telephone:

Nationality:

Trade Details:

Unique Tax Reference number(utr) (first 10 digits of CIS number):

National Insurance Number:

If you are VAT registered, please tick "Yes" and attach a copy of your VAT Registration form

Yes

No

Bank Details

Bank or Building Society Name:

Name(s) of Account Holder(s):

Town / Area of your Branch:

Bank Sort Code

Building Society Roll Number (if applicable)

Account Number

IMPORTANT - Third party accounts will require a written instruction and explanation for compliance issues.

Next of Kin Details:

Name:

Telephone Number:

I have read, agreed & signed the "Contract for Services" with S.R.McHugh Ltd. I confirm that I am self employed under the CIS scheme.

I understand that 8.33% of the total payment represents my holiday pay and this is included in each week's pay for services. I acknowledge that

this right to holiday pay is a contractual right and not a statutory right under the Working Time Regulations. I declare that all the information

provided is correct and I understand that it is my responsibility to inform S.R.McHugh Ltd. Of any changes to my details in writing, giving 7 days notice

Signed: _____

Date: _____

This Contract for Services is between S.R. McHugh Ltd and ...

("the contractor")

.....(the subcontractor) dated

1. Outline

- A. The contractor's business is in general construction. The contractor is appointed by its clients to complete project(s) for specified works at certain site(s) ("the assignment")
B. The subcontractor has skills and abilities which may be available to the contractor ("the services")
C. The contractor and subcontractor agree that if the subcontractor offers their services to the contractor and is engaged by the contractor, the terms and conditions in this Contract for Services shall apply.
D. It is the intention of the parties that when the subcontractor provides its Services to the contractor for an Assignment, the provision of Services will constitute a separate and distinctive engagement under this Contract for Services. Unless it is varied or amended or otherwise agreed between the parties under clause 5F, these terms and conditions shall apply for each engagement.

1. Subcontractor Provisions

- A. The contractor is not obliged to offer work on any assignment to the subcontractor, neither the subcontractor obliged to accept any work offered. The subcontractor is not obliged to make its services available at any time. Specifically both parties agree that they do not intend to create or imply any mutuality of obligations at any time, either during or in between any individual engagement.
B. The subcontractor will work in a professional manner at all times while carrying out the services for the contractor.
C. The subcontractor is free to provide its services to any other party at the same time as being engaged by the contractor and the contractor acknowledges that it will not hold first call on the services of the subcontractor in priority to any third party.
D. A deduction may be made for personal accident and contingent liability insurances.
E. The subcontractor is responsible for its own tools and equipment.

2. Payment

- A. Formal tenders will not be required. The parties agree that the rate for the services and the method of payment will be agreed between them, this will include verbal agreements of the rate of pay for the services. 8.33% of the total payment made for the services represents payment of the subcontractor's holiday pay (it is noted that that this right to holiday pay is a contractual right and not a statutory right under the working time regulations).
B. If the contractor is notified by its client of any defective work caused by the subcontractor, any substitute or hired assistant working for the subcontractor, the subcontractor will correct any such work in its own time. Where this is not affected within 24 hours of either a written or verbal notice then the contractor may affect the remedial works and charge the responsible party for costs incurred, either by deduction from outstanding monies or issuing an invoice.
C. The subcontractor is responsible for all travelling expenses to and from any location where it has been engaged to provide services.
D. The subcontractor may be subject to deductions under the Construction Industry Scheme. The contractor must verify with HM Revenue and Customs the subcontractor's rate of deduction under the CIS scheme.
E. The subcontractor will be responsible for its own National Insurance Contributions.
F. As a self-employed independent subcontractor, the subcontractor agrees that it is not entitled to sick pay or any other payment for absence from the contractor in any circumstances nor entitled to participate in the contractor's grievance and disciplinary procedure.
G. The subcontractor is not entitled to receive payment for services cancelled or where a site is closed due to inclement weather.
H. The contractor will operate a retention scheme on certain assignments of which will be notified. Where this scheme is operated the contractor shall retain such sums agreed between parties, to a maximum of £550. The retained monies will be paid 4 weeks after your contract with S. R. McHugh has ceased.

3. Health & Safety

- A. The parties acknowledge that it may be necessary for health and safety purposes for the subcontractor to be identifiable, whether by security pass or clothing. The subcontractor will however, not represent itself to be a servant or employee of the contractor at any time, but as an independent subcontractor in business on its own account engaged by the contractor for the purpose of providing its services.
B. In the interests of health and safety, obligations that are imposed upon the contractor the subcontractor agrees to be compliant with all reasonable operational rules relating to work hours, safety and site security.

4. Termination

- A. This agreement can be terminated by either party for any reason without notice being given.

5. Misc.

- A. Both parties agree and intend this Contract for Services is a legal relationship of giving and accepting independent services and specifically is not a relationship of master and servant or employee and employer.
B. The subcontractor confirms that they have read fully and understood the terms and conditions herein and has had the opportunity to discuss the agreement with any person or advisor it considers necessary before signing.
C. Should the contractor fail to enforce or apply any of the rights that it has under this contract for services, it shall not be construed that the contractor approves or agrees to any breach of contract or that it loses its rights to enforce the terms of the contract for services in full.
D. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
E. The headings used above are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties.
F. Both parties agree that unless otherwise stated in this contract for services, with the exception of verbal agreements referred to in clauses 2D and 3A these terms and conditions represent the whole agreement between them. No variations may be made to these terms and conditions unless agreed in writing by both parties.
G. This contract is governed by the laws of England and Wales

Signed (on behalf of the contractor) dated

SignedSubcontractor dated

Health Surveillance Questionnaire Assessment Form - confidential

S.R. McHugh Ltd

In accordance with Health Surveillance Legislation, please complete the following.

Full Name	
Occupation	
Usual place of work	

Do you feel you have been at risk from any of the following		Date	Brief Details
1	Loud noises which may be affecting your hearing		
2	Hand/Arm Vibration which may be affecting your health		
3	Respiratory health problems or disease		
4	Skin irritation or disease, i.e., dermatitis or sensitisation		
5	Eye irritation or damage		
6	Hygiene ill effects		
7	Manual handling ill effects		
8	Kidney or liver damage		
9	Others		

Do you believe you are in contact or subjected to any of the following ?	Yes	No
Solvents such as thinners and other chemicals used		
Fumes from plant exhausts and chemicals used		
Dust from woods, lime, cement, etc.		
Substances such as wood preservative and other chemicals used etc.		
Biological Agents such as rats urine, pigeon guano		
Asbestos found in pipe lagging, insulation materials, roof sheeting, etc.		
Lead in old painted surfaces, pipes and flashing, etc.		
Compressed air high pressure air lines, pressurised atmospheres in tunnelling work		
Ionising radiations using lasers and x-rays, etc.		

Please provide any further information you feel may be of interest on a separate sheet.

How many days (approx.) have you been absent owing to illness in the last two years?	Days
Signed	Date
Name	

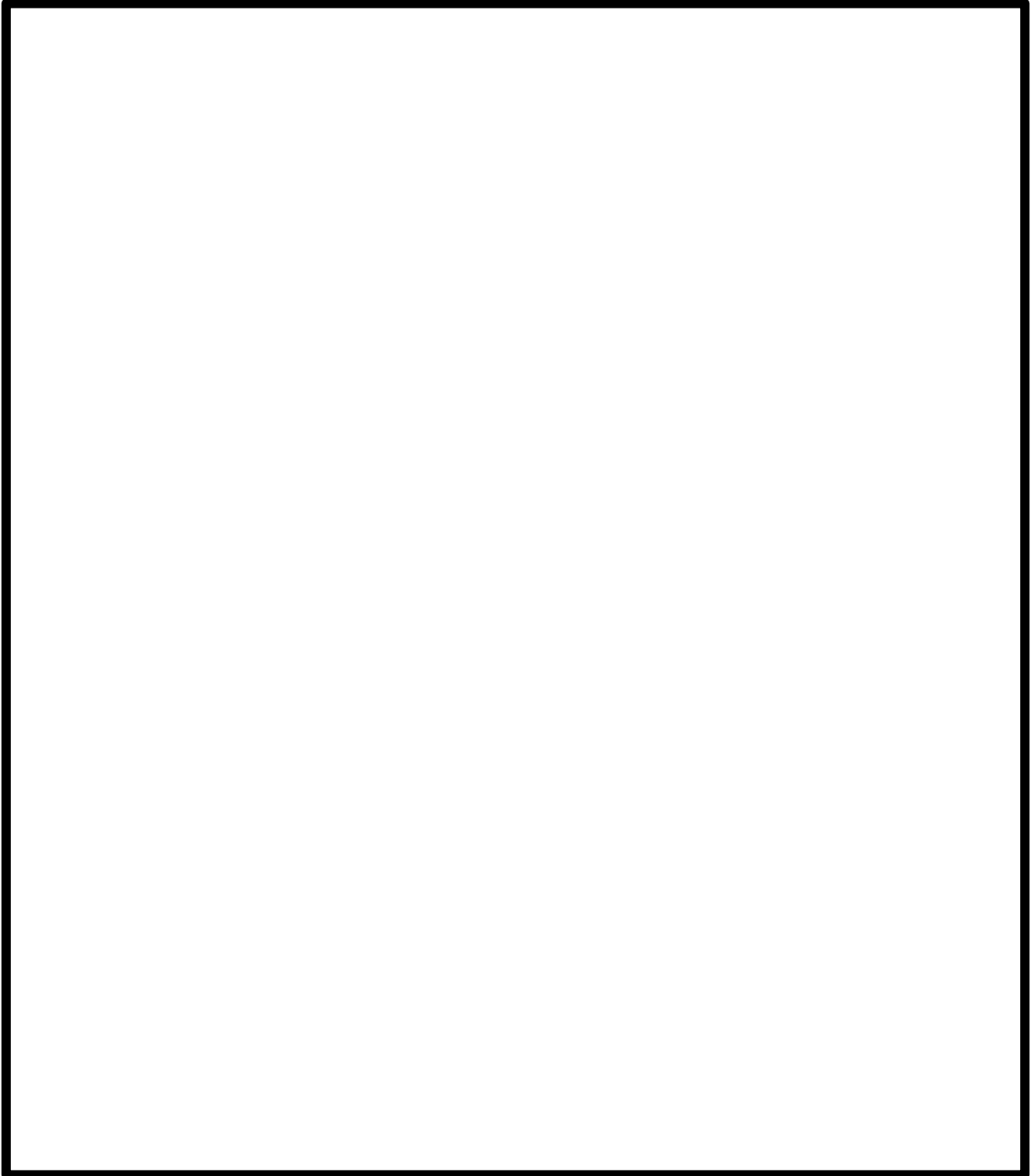
Managers use only

Management Review required ? YES

NO

Health Questionnaire - Confidential				S.R. McHugh Ltd		
Full Name						
Occupation						
Name & address of GP						
	Yes	No	Give details			
Have you had a chest x-ray in the last 2 years?						
Have you attended an outpatients department for longer than 6 weeks?						
Please provide information relating to any of the under-mentioned illness or disorders from which you have suffered within the last five years (please attach a separate sheet of paper if required).						
	Date	Details		Date	Details	
Allergies			Fainting/dizziness			
Asthma			Hay fever			
Arthritis			Heart circulatory			
Back trouble			Hernia			
Bronchitis			Malaria			
Diabetes			Migraine			
Epilepsy			Nervous disorder			
Fits			Rheumatic complaints			
Skin disorders			Sleeping disorders			
Psychological disorders			Tuberculosis			
Please give details of any other serious illness / injury / operation / physical defect / disability you have had in the last two years which may have a Health & Safety implication in your occupation.						
How many days (approx.) have you been absent owing to illness in the last two years?					Days	
Are you a registered disabled person?					Yes	No
If yes, complete the following:		Certificate No.		Expiry date		
I certify that, to the best of my knowledge and belief, the information I have given is true and complete. I hereby give my consent to undertake any medical examination if required, the details of which may be released to S.R. McHugh Ltd.						
Signed		Name		Date		

Additional notes page 1:

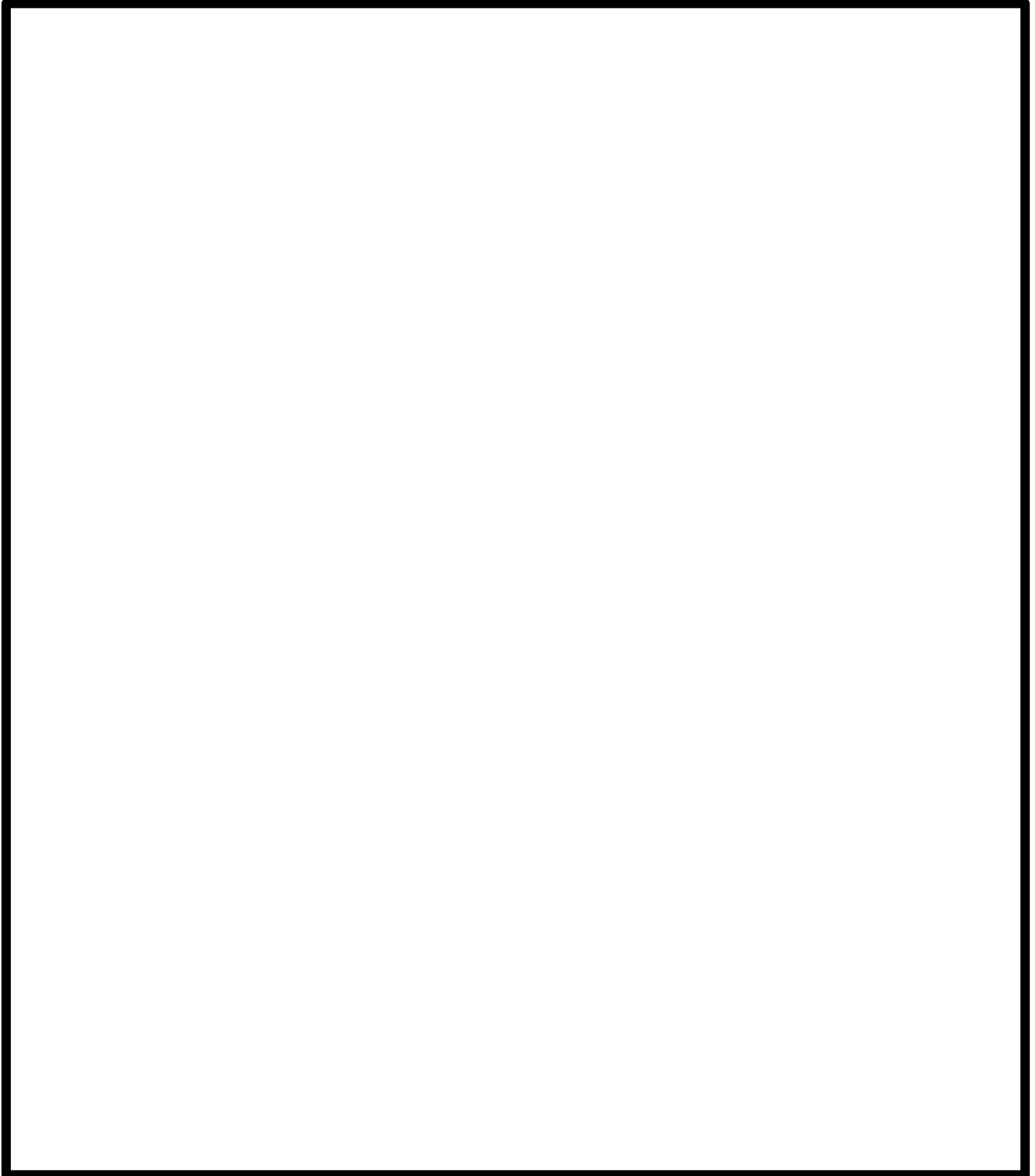


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Additional notes page 2:



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