

# APPLICATION FORM

WORK CATEGORY:

DATE REG:

PAY NO:

## SECTION 1 – PERSONAL DETAILS

MR MRS MISS MS	SURNAME:	FORENAMES:	STATUS: MARRIED SINGLE DIVORCED	HOME PHONE:
ADDRESS:		AGE:	DATE OF BIRTH:	
POSTCODE:		NATIONALITY:	NATIONAL INSURANCE NO:	
		CHILDREN? YES / NO M / F	SMOKER? DRIVING LICENCE? OWN CAR? SAFETY BOOTS?	YES / NO YES / NO YES / NO YES / NO    SIZE
Do you have any psychological or medical condition which may affect your work? If yes please give details:			YES / NO	

Are you legally entitled to work in the UK?	YES / NO	UTR NUMBER
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### BANK DETAILS:

BANK NAME:	ADDRESS:	SORT CODE:	ACCOUNT NO:	ROLL REF:

ACCOUNT NAME (PRINT): \_\_\_\_\_ 3RD PARTY ACCOUNT? Y / N

EMAIL ADDRESS (PRINT): \_\_\_\_\_  
(PAYSLIPS WILL BE SENT ELECTRONICALLY TO YOUR EMAIL ADDRESS)

AREA: \_\_\_\_\_

HOW YOU HEARD ABOUT US: \_\_\_\_\_

## SECTION 2 – EXPERIENCE

(ALL APPLICANTS TO COMPLETE THIS SECTION)

TICK THE TYPES OF WORK YOU HAVE EXPERIENCE OF DOING

INDUSTRIAL	FORKLIFT	CAR AND VAN	7.5 TONNE	LGV	CATERING
WAREHOUSE	COUNTERBALANCE	CARS:	TACHOGRAPH	LGV C	GENERAL ASST.
PICKING/PACKING	REACHTRUCK	AUTOMATIC	MULTIDROP 1-10	LGV C + E	KITCHEN PORTER
LOADING	NARROW ISLES	4 GEARS	MULTIDROP 10-20	TACHOGRAPH	CELLAR PORTER
LABOURING	GAS	5 GEARS	MULTIDROP 20-30	MULTIDROP 1-10	WAITING
PRODUCTION	ELECTRIC		MULTIDROP 30 +	MULTIDROP 10-20	WINE WAITING
FACTORY	DIESEL	VANS:	PARCELS	PARCELS	PLATE SERVICE
REFUSE LOADING	CLAMP	MULTIDROP 1-10	DEMOUNTS	DEMOUNTS	COUNTER SERVICE
GROUND MAINT.		MULTIDROP 10-20	FLATBED	FLATBED	SILVER SERVICE
PARCEL SORTING		MULTIDROP 20-30	FOODS	FOODS	BAR
REMOVALS		MULTIDROP 30 +	FRIDGES	FRIDGES	CASHIER
MAP READER		PARCELS	REMOVALS	REMOVALS	LAUNDRY OP.
DRIVERS MATE		LUTON	SWEEPER	SWEEPER	
ADMINISTRATION		TRANSIT		TIPPER	UNIFORM:
KEYBOARD SKILLS		TAIL LIFT		ROPE AND SHEET	BOWTIE
		FRIDGE		TAUTLINER	WAISTCOAT
				DRAWBAR	WAITERS FRIEND
OTHER:	OTHER:	OTHER:	OTHER:	OTHER:	OTHER:

## SECTION 3 – EMPLOYMENT HISTORY

(ALL APPLICANTS TO COMPLETE THIS SECTION)

PLEASE COMPLETE

FULL COMPANY NAME AND ADDRESS	FULL COMPANY NAME AND ADDRESS
TELEPHONE NO:	TELEPHONE NO:
CONTACTS:	CONTACTS:
DATES OF EMPLOYMENT	DATES OF EMPLOYMENT
FROM:                      TO:	FROM:                      TO:
DUTIES:	DUTIES:
REASON FOR LEAVING:	REASON FOR LEAVING:
REFERENCE COMMENTS:	REFERENCE COMMENTS:
FULL COMPANY NAME AND ADDRESS	FULL COMPANY NAME AND ADDRESS
TELEPHONE NO:	TELEPHONE NO:
CONTACTS:	CONTACTS:
DATES OF EMPLOYMENT	DATES OF EMPLOYMENT
FROM:                      TO:	FROM:                      TO:
DUTIES:	DUTIES:
REASON FOR LEAVING:	REASON FOR LEAVING:
REFERENCE COMMENTS:	REFERENCE COMMENTS:

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**SECTION 8 – DECLARATIONS**  
(ALL APPLICANTS TO COMPLETE THIS SECTION)

PLEASE READ EACH STATEMENT CAREFULLY. CIRCLE ANSWERS WHERE APPLICABLE.  
SIGN AT THE BOTTOM OF THE PAGE TO CONFIRM THAT DETAILS ARE CORRECT.

<b>1</b>	<p>Do you have any unspent criminal convictions? YES/NO A conviction will become “spent” after a rehabilitation period.</p> <p>If yes, please list your criminal convictions and their dates below.</p>          <p>The information you give will be treated in confidence, and only taken into account where, in the reasonable opinion of Hunters Solutions, the offence is relevant to the post for which you are applying. Failure to declare a conviction may require us to exclude you from our register or terminate an assignment if the offence is not declared but late comes to light.</p>
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<b>2</b>	<p>At the time of signing this form are there any prosecutions pending, or has anything occurred which may result in a future prosecution against you? YES/NO</p> <p>If yes please give details:</p>          
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**DATA PROTECTION STATEMENT:** The information in this form and on any CV given will be used by HUNTERS SOLUTIONS to provide you work finding services. In providing these services to you, you consent to your personal data being included on a computerised database and consent to 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 to prevent or detect crime, to protect public funds or in any other way permitted or required by law.

**CANDIDATE DECLARATION:** I hereby confirm that the information given is true and correct. I consent too my personal data and CV being forwarded to clients. I consent to references being passed onto potential employers. If, during the course of a temporary assignment, the client wishes to employ me direct, I acknowledge that HUNTERS SOLUTIONS 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 charges being applicable to the client).

<b>PRINT NAME:</b>	
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<b>SIGNED BY THE TEMPORARY WORKER:</b>	<b>DATE:</b>
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15 FISH STREET  
NORTHAMPTON  
NN1 2AA  
TEL.: 01604 621110  
FAX.: 01604 626062  
E-MAIL: info@hunterssolutions.co.uk

# PRE-EMPLOYMENT PAPER HEALTH SCREEN

*Strictly Private & Confidential*

PERSONAL DETAILS:

NAME: .....

DATE OF BIRTH: .....

ADDRESS: .....

DAYTIME TEL.: .....

EVENING TEL.: .....

POST CODE: .....

DETAILS OF PRESENT OR LAST JOB:

NAME OF EMPLOYER: .....

TYPE OF BUSINESS: .....

DATE STARTED: .....

DATE LEFT: .....

PLEASE ANSWER THE FOLLOWING QUESTIONS GIVING DETAILS FOR ANY **YES** ANSWERS BELOW EACH QUESTIONS:

1. DO YOU HAVE ANY HEALTH PROBLEMS? YES ✦ NO ✦

.....  
.....  
.....

2. DO YOU SUFFER FROM ANY REGULAR MEDICAL PROBLEMS REQUIRING TREATMENT OR REGULAR VISITS TO YOUR DOCTOR? YES ✦ NO ✦

.....  
.....

3. HAVE YOU EVERY CLAIMED DISABILITY PENSION, INDUSTRIAL INJURY BENEFIT OR FOR ANY OCCUPATIONAL ILLNESS? YES ✦ NO ✦

.....

.....

.....

4. HAVE YOU EVER BEEN ADVISED FOR MEDICAL REASONS NOT TO DO SHIFT WORK, NIGHT WORK OR BEEN RESTRICTED IN ANY OTHER WAY? YES ✦ NO ✦

.....

.....

.....

**HAVE YOU AT ANY TIME SUFFERED FROM ANY OF THE FOLLOWING CONDITIONS?  
IF YES CIRCLE (Y) IF NO CIRCLE (N)**

ALLERGIES		GENITO-URINARY		NEUROLOGICAL	
ALLERGIES	Y / N	KIDNEY STONES	Y / N	DIZZY SPELLS	Y / N
ASTHMA	Y / N	PAIN ON URINATION	Y / N	EPILEPSY	Y / N
HAY FEVER	Y / N	SUGAR/ALBUMEN URINE	Y / N	FAINING ATTACKS	Y / N
				PARALYSIS	Y / N
				SEVERE HEADACHES	Y / N

IF YOU HAVE CIRCLED YES TO ANY OF THE ABOVE, PLEASE GIVE DETAILS:

CARDIOVASCULAR		MISCELLANEOUS		RESPIRATOR	
CHEST PAINS	Y / N	ANAEMIA	Y / N	CHRONIC COUGH	Y / N
HEART DISORDER	Y / N	ANXIETY	Y / N	PLEURISY	Y / N
HIGH BLOOD PRESSURE	Y / N	BLOOD DISORDER	Y / N	PNEUMONIA	Y / N
PALPITATIONS	Y / N	CANCER	Y / N	SINUSITIS	Y / N
RHEUMATIC FEVER	Y / N	DEPRESSION	Y / N	TUBERCULOSIS	Y / N
VARICOSE VEINS	Y / N	DIABETES	Y / N		
		GENERAL DISABILITY	Y / N		
		INSOMNIA	Y / N		
		SKIN DISORDER	Y / N		
		DERMATITIS	Y / N		

IF YOU HAVE CIRCLED YES TO ANY OF THE ABOVE, PLEASE GIVE DETAILS:

DIGESTIVE SYSTEM		MUSCULOSKELETAL		SENSES	
HERNIA	Y / N	ARTHRITIS	Y / N	COLOUR BLIND	Y / N
JAUNDICE	Y / N	BACKACHE/INJURY	Y / N	EAR DISORDER	Y / N
PEPTIC ULCER	Y / N	BACK INJURY	Y / N	EYE DISORDER	Y / N
RECTAL BLEEDING	Y / N	DISC DISORDER	Y / N	NOSE DISORDER	Y / N
		GOUT	Y / N	THROAT DISORDER	Y / N
		JOINT/TENDON DISORDER	Y / N		
		RHEUMATISM	Y / N		

ARE YOU AT PRESENT TAKING MEDICAL TREATMENT REGULARLY?		PLEASE CIRCLE EITHER YES (Y) OR NO (N)	
ANTIDEPRESSANT	Y / N	DO YOU SMOKE?	Y / N
DIURETICS	Y / N	DO YOU DRINK?	Y / N
INSULIN	Y / N	DO YOU USE DRUGS?	Y / N
LAXATIVE	Y / N		
PAINKILLERS	Y / N		
SLEEPING TABLETS	Y / N		
STEROIDS	Y / N		
TRANQUILIZERS	Y / N		

HEALTH STATUS	NO	YES	DETAILS & DATES
IN THE PAST 2 YEARS, HOW MANY DAYS SICKNESS ABSENCE FROM TRAINING, EDUCATION HAVE YOU HAD?			
ARE YOU CURRENTLY TAKING ANY MEDICATION?			
HAVE YOU EVER BEEN ADMITTED TO HOSPITAL?			
HAVE YOU ATTENDED A&E IN THE LAST 2 YEARS?			
HAVE YOU EVER ATTENDED A HOSPITAL CLINIC?			
DO YOU HAVE A DISABILITY OR OTHER PROBLEM WHICH AFFECTS YOUR WORK OR REQUIRE JOB MODIFICATION?			
ARE YOU PREGNANT OR BREAST-FEEDING?			
HAVE YOU PREVIOUSLY LEFT A JOB OR TRAINING ON HEALTH GROUNDS?			
HAVE YOU EVER HAD AN INDUSTRIAL INJURY?			
HAVE YOU EVER HAD A SIGNIFICANT WORK RELATED ILLNESS INCLUDING STRAIN INJURY/TENOSYNOVITIS OR			

WORK RELATED STRESS?			
HAVE YOU EVER HAD YOUR HEARING TEST RELATED TO WORK?			
HAVE YOU EVER HAD YOUR SIGHT TEST RELATED TO WORK?			
HAVE YOU EVER BEEN TESTED FOR AN INFECTIOUS DISEASE? IF YES HAVE YOU BEEN ADVISED THAT YOU ARE NO LONGER INFECTIOUS?			

**DECLARATION:**

**I UNDERSTAND THE QUESTIONS ASKED. I CONFIRM THAT MY ANSWERS ARE TRUE AND COMPLETE. I ACCEPT THAT IF I HAVE WITHHELD RELEVANT MEDICAL INFORMATION, MY CONTINUED EMPLOYMENT MAY BE AT RISK.**

**SIGNATURE:** .....

**PRINT NAME:** .....

**DATE:** .....



Dear Operative

**RE: YOUR ENGAGEMENT WITH US**

We are pleased to offer you the enclosed contract for services. Under these terms and conditions you will be engaged by us and provide services to us and these are the terms that govern your relationship with us. I have also enclosed a leaflet that explains the nature of the terms enclosed.

It is important that you read these terms thoroughly before agreeing to them because once agreed they will bind both us and you and determine our respective rights and obligations to each other. If you are happy with the terms then you should sign both of the copies enclosed and send one back to us. The other is for your records. Some of the rights contained within the contract cannot be executed until it is signed and therefore if you wish to receive these benefits now you will need to agree to the terms as soon as possible.

If you do not find these terms acceptable then we are happy to discuss alternative terms although you may not be able to receive the same benefits as you do under the enclosed terms.

I look forward to receiving the signed terms back from you. If you have any queries please do not hesitate me.

Yours sincerely,

Choices Contracting Ltd



## OUR ENGAGEMENT WITH YOU

This leaflet explains some of the key parts of the contract that we have sent you. However, it is important that you read the contract in its entirety as well because this leaflet only explains some of the key terms and is not part of our agreement with you.

### 1. HOW WE PAY YOU

Due to the circumstances of the contract that we provide services under you will be engaged as a PAYE operative. This means that we will deduct PAYE and Class 1 NI Contributions from monies we are due to pay to you. We will pay these over to HMRC in accordance with the relevant tax legislation. Our margin is 5%.

### 2. OUR RELATIONSHIP

Despite paying you on a PAYE basis you are not an employee or a worker of us and do not qualify for things like holiday pay. As stated earlier in this leaflet you are paid PAYE because of the circumstances of the contract, you are not paid PAYE because you are our employee.

### 3. PROVIDING THE SERVICES

We are contracting with you because you have the skills or have access to the skills to provide the services that we require. Under the terms that we have enclosed you have the flexibility to engage a substitute, your own employees and hire your own assistants. You do not have to do the work yourself. This right is further explained in the contract we have enclosed. You should inform us if you do send someone else.

### 4. WORKING FOR OTHERS

Because you are not our employee or a worker of us you are free to engage with other clients and work on more than one contract concurrently with this one. For example; you may choose to send a substitute to provide these services whilst working elsewhere yourself. Under the enclosed terms you have this right.

### 5. ACCOUNTING FOR YOUR INCOME

Because you are treated as PAYE you do not normally have to complete a tax return or engage an accountant for the fees that we pay to you. However, if you are providing services to other clients or have other income then you will need to account for this separately.

### 6. AGREEING TERMS

In order for us to engage with you and benefit from the above rights you have to sign and send back the enclosed terms. If you wish to discuss another form of engagement then we can discuss this with.

## Contract for Services

**Important: This is a legally binding document between us. Read it carefully, and let us know if there is anything you disagree with or you do not understand. This contract establishes legal rights and obligations for both of us.**

This contract is agreed between:

- A. CC Choices Contracting Ltd of 2 Ayios Pavlos & Kadmos Street, Wisdom Tower, 3<sup>rd</sup> Floor, Nicosia 1105, Cyprus (“CHOICES”), and
- B. Name \_\_\_\_\_ of  
Address \_\_\_\_\_  
 (“You”)

### Background

1. CHOICES tenders for and is appointed by its clients to provide services (“the Contractor Services”).
2. CHOICES engages with operatives to assist in the provision of the Services (the “Services”).
3. You have the skills, abilities, licences and clearances (whether provided by You or any of Your Staff) which will be made available to CHOICES.
4. You agree that where You provide the Services to CHOICES in the furtherance of the provision of the Contractor Services then the terms and conditions in this agreement will apply (“the Contract”).
5. Unless varied or amended or otherwise agreed between You and CHOICES (whether verbally or otherwise) in accordance with the specific provisions of this contract, these written terms and conditions shall apply throughout this contract.

### The Services

6. You will provide services to CHOICES. The scope and extent of the services will be agreed verbally between us from time to time or will be confirmed in written assignment schedules generated by CHOICES or CHOICES’ client.
7. Subject to clause 11, You will ensure that the Services are provided to the standard expected by CHOICES and CHOICES’ client as well as complying with any standards specified in any schedule that is generated from time to time.
8. You and your Staff will comply with relevant health and safety procedures, security measures and site timescales.
9. CHOICES will notify You of the site or premises where the Services will be provided, and You will provide the Services at the location specified by CHOICES. CHOICES or CHOICES’ client will retain the control of the site or premises.
10. The provision of tools and equipment and any associated charges, costs and maintenance will be agreed from time to time between You and CHOICES depending on the nature of the Services. CHOICES does not anticipate that You will be required to provide major tools or items of equipment for the provision of the Services.

### Responsibility for the Services

11. CHOICES will not supervise, direct or control the manner in which You provide the Services. You will have discretion as to the methods used to provide the Services.
12. You will be responsible for the provision of the Services under this agreement (whether provided by You or by your Staff).
13. Where required by the Services, You warrant that You have the necessary clearances and licences to provide the Services. You will inform CHOICES immediately where these clearances or licences are revoked, rescinded, invalidated, suspended or are not operational.
14. You are responsible for the rectification of any defective work or damage caused by You or your Staff. CHOICES will have sole discretion as to whether You rectify the defective work or whether You are required to bear the cost of another party rectifying any defective work. Where You are required to bear the cost of any rectification then You agree that CHOICES can deduct the cost of rectification from any monies owed by CHOICES to You.
15. Under this contract You are responsible for the Services and You are responsible for ensuring that the relevant insurance policies including public liability insurance are in place to cover the provision of Services.
16. You agree that whilst CHOICES has insurance in place to cover its own liabilities this does not extend to covering your own liability for the Services.

### **Provision of the Services**

17. You will provide the Services yourself or by utilising substitutes, employees or hired assistants (your 'Staff'). Your Staff may be rejected by CHOICES only if in the reasonable opinion of CHOICES your Staff do not possess the necessary skills or qualifications to carry out the Services.
18. You will ensure that your Staff have the necessary clearances and/or licences to provide the services. You will notify CHOICES immediately where any of the said licences are revoked, rescinded, invalidated, suspended or are not operational.
19. There shall be no contractual or financial relationship between CHOICES and your Staff. You are solely responsible for arranging payments to any Staff that You engage to provide the services.
20. You are responsible for ensuring that CHOICES or where more practically appropriate CHOICES' client is informed of the fact that Staff are utilised to provide the Services in order to ensure that health and safety and on-site security measures are complied with.
21. Where You use Staff to provide the services then You are responsible for the Services that your Staff provide, and You are responsible for ensuring your Staff's compliance with these terms.
22. You agree that You are responsible for remedying any defective work done by any Staff that You engage to provide the Services. You agree that CHOICES has discretion as to how said defective work is remedied and that the costs of said remedy can be deducted from any monies that CHOICES owes You.
23. You are responsible for any statutory payments (including but not limited to holiday pay and sick pay where appropriate) that are due to any Staff engaged by You to provide the services. You agree to indemnify CHOICES from any costs or losses resulting from any claims that any Staff may make against CHOICES for such payments.
24. You are responsible for how You engage any Staff and You are responsible for any tax and National Insurance contributions due on any payments to your Staff. For the avoidance of doubt the deduction of tax and National Insurance by CHOICES from payments made to You in no way creates or implies an obligation on CHOICES to administer or collect the tax and National Insurance Contributions of your Staff.

25. You may be able to claim the use of Staff as an expense in accordance with CHOICES' expenses policy.
26. At all times during the currency of this agreement You will at CHOICES' request provide any information relating to the provision of the Services, and complete timesheets, expenses claims forms or any other documents the CHOICES may request. This obligation applies whether or not you are currently providing Services to CHOICES.

### **Extent of this engagement**

27. This contract can only be terminated in accordance with clause 47.
28. CHOICES will use all reasonable endeavours to provide work to You for the duration of this contract until it is lawfully terminated, and You will undertake the work that is offered. CHOICES does not guarantee that there will always be work available to You. CHOICES does however guarantee that You will be offered at least 365 hours of work over any complete 12 month period from the date of commencement of this contract.
29. Subject to clause 30, for the duration of this contract You agree to accept work when offered by CHOICES and to provide Services (you may utilise Staff to do so) in accordance with the terms of this contract when required by CHOICES to do so.
30. If you are unable or unwilling to accept work or to provide Services or Staff, you must notify CHOICES as soon as is reasonably practicable. In such circumstances this agreement will remain in force and You will continue to be bound by the remaining terms and conditions, in addition to which You agree to keep CHOICES informed on an ongoing basis as to your availability.

### **Billing, fees and payment**

31. You do not have to submit tenders for the Services.
32. CHOICES and You will negotiate and agree the rate for the Services, the frequency and the method of payment from time to time. You will be paid after You or your Staff provide Services.
33. The rate agreed by the parties is the fully inclusive rate payable by CHOICES to You and includes any costs incurred by You relating to your Staff.
34. CHOICES operates a self-billing invoice system and will provide You with a statement at a frequency agreed between You and CHOICES from time to time. This statement shall constitute a self-billed invoice for the Services. You do not have to raise a separate invoice for the Services.
35. For the avoidance of doubt only CHOICES and You can agree the rate for the provision of the Services between us. Any rates specified on schedules issued by CHOICES' client are the rates for the Contractor Services and do not apply to the Services provided by You under this contract.
36. See clauses 38, 39 and 40 for the treatment of this contract for tax purposes.

### **Status of this engagement**

37. Under this contract you will not be an employee or a worker of CHOICES for general statutory employment rights purposes.
38. The tax and National Insurance rules applied by HM Revenue & Customs are not the same as for general statutory employment rights purposes. Under this contract all payments to you for the Services will constitute employment income, but for tax and National Insurance purposes only.
39. Therefore in accordance with HMRC rules and CHOICES' client's requirements, CHOICES will deduct PAYE and Class 1 National Insurance Contributions from payments for Services made by

CHOICES to You. CHOICES will also account to HMRC for Secondary Class 1 National Insurance Contributions on all payments for Services made to You by CHOICES under this agreement. You agree to this treatment and to the deduction of these amounts from any payments made by CHOICES to You.

40. The above clauses 38 and 39 apply for the express and limited purposes of HM Revenue & Customs' treatment of this engagement. For tax purposes only, this engagement constitutes employment under Section 4 of the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA").
41. Otherwise than as explicitly specified under this contract You are a self-employed Operative. You have no contractual entitlement to sick pay, nor to any other payment during periods when Services are not provided including where the Services are cancelled by CHOICES or by CHOICES' client.
42. You do not have any right to paid holiday under this contract.
43. CHOICES may, from time to time, pay You discretionary bonuses. Bonuses will only be paid based on satisfactory performance, attendance, loyalty or based upon sales commission. For the avoidance of doubt bonuses are entirely discretionary and there is no contractual right to any payment other than specified in clauses 32 and 33.
44. Except as mentioned in clauses 38 and 40 for the express purpose of ITEPA, the parties agree that the relationship between them is not one of employer and employee and that You are not engaged as a worker by CHOICES.
45. You are not entitled to participate in CHOICES' or CHOICES' client's grievance and disciplinary procedure.

#### **Termination of this contract**

46. This agreement may be terminated by either party giving the other one week's notice.
47. For the avoidance of doubt if You stop providing Services this contract will continue to remain in force until terminated by either You or CHOICES in writing.
48. This agreement is exclusively between CHOICES and You and does not represent or imply a contract between CHOICES and your Staff or between CHOICES' client and You or your Staff.
49. You acknowledge that there is no agreement between CHOICES and CHOICES' Client for the exclusive provision of You or your Staff.

#### **Miscellaneous**

50. You confirm that you have read and understood the terms and conditions of this contract and have had the opportunity to discuss this agreement with any person or professional adviser You consider necessary before signing.
51. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
52. Both parties agree that, with the exception of verbal agreements referred to in the agreement, these terms and conditions represent the whole agreement between them. No variations may be made to these terms unless agreed in writing by both parties.
53. Should CHOICES fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be construed that CHOICES approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract for Services in full at any time now or in the future.

54. The Headings used in this contract for services are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties. References to the masculine include the feminine.
55. A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
56. The parties agree that this contract is governed by the laws of England and is subject to the exclusive jurisdiction of the English courts.

THIS IS A LEGALLY BINDING DOCUMENT:

The parties agree that they have read and understood the terms above and that they are a true reflection of the agreement between the parties and that both parties have had the opportunity to seek advice prior to the agreement of these terms. In particular CHOICES relies upon your agreement that the following statements are true:

- I. You have the right to send a suitably qualified substitute to provide the Services.
- II. You are responsible for the Services provided.

By entering into this agreement the parties warrant that the above statements and the contract in its entirety are true and acknowledge that the above statements have been relied upon by CHOICES and any future declaration by You that contradicts the above statements or the contract will render You liable for any costs or losses suffered by CHOICES as a result of said declaration.

For and on behalf of CHOICES

For and on behalf of

Print Name:

Print Name:

Position:

Trading Name (if any):

Signed:

Signed:

Date:

Date: