

Mr Richard Morrissey Jark Recruitment Ltd Beechurst Commercial Road Dereham Norfolk NR19 1AE

Your ref:

Our ref: JARK0001/LM5

Email: licensing@gla.gsi.gov.uk

30 June 2008

Dear Mr Morrissey

Licence Revocation

The GLA is giving you notice that it intends to revoke your licence.

The decision will take effect from the 25th July 2008, unless you submit an appeal against this decision within the next 20 working days. This means that you must cease trading within the regulated sectors from the 25th July 2008 unless you make an appeal.

This decision has been made following a compliance inspection of the business. Your business scored 146 points against the licensing standards. The fail score for an inspection is 30 points.

The business was found to be non-compliant in relation to the following licensing standards:

Licensing Standard 2.5 Major 8 points

Where deductions from wages, other than those legally required, are made (e.g. for transport), there is evidence on file of workers' written consent to those deductions.

Details of non-compliance

Deductions are made from workers wages for, accommodation, accommodation deposits, accommodation arrears, transport, cash advances, key deposits and hygiene certificates. A number of deductions were seen on the payroll held at the Kings Lynn office but only one signed deduction form could be produced.

The standard requires the labour provider to obtain written permission from workers for all deductions other than those legally required. The labour provider could produce no evidence that this is done in all cases and therefore, the labour provider has been found to be in breach of the licensing standard.



Licensing Standard 2.7 Major 8 points

The gangmaster has not withheld or threatened to withhold payment to any worker on the following grounds:

- non-receipt of payment from the labour user
- the worker failing to prove that he has worked during a particular period of time (although the licence holder can satisfy themselves that the worker did carry out the work using other means)
- the worker only having worked during the period to which the payment relates
- · any matter within the control of the gangmaster.

Details of non-compliance

Workers must request holiday pay on termination but there is evidence that at least 37 workers did not receive what they were entitled to on leaving Jark. The GLA are of the view that this practice is systematically failing to ensure workers receive holiday pay on termination of their employment. The GLA are aware of correspondence addressed to the Principal Authority from the Citizens Advice Bureau (CAB) advising of the numerous complaints they were receiving. Despite an acknowledgement from the labour provider that the complaints had been received and the issue raised with Jark managers, the complaints have continued to be received by the CAB.

The practice must be rectified it is not reasonable that money a worker is entitled to should be withheld for any reason within control of the gangmaster.

The workers contract also contains a clause to say that if timesheets are not submitted within a 40 day period after completion of the assignment then the worker could be made responsible for any loss of income Jark may suffer as a result. This clause is a threat and should be removed.

Licensing Standard 2.8 Critical 30 points

The worker is paid at least the national or agricultural minimum wage, taking into account the rules on accommodation charges.



The labour provider provides a number of properties for use by workers across the UK. It is acknowledged that the properties are not owned by the labour provider but are sublets which are then used to house workers. The tenancy agreement between Jark Industrial and the landlord states that:

"the accommodation is provided to JARK"

The BACS Payment Details state that:

"JARK Industrial Ltd will endeavour to make sure your property is kept to its full capacity with regards to tenants on a weekly basis."

The text above was taken from an agreement made on the 12th February 2008. The agreement and the GLA interpretation of the agreement give reason to believe that JARK Recruitment Ltd is effectively providing accommodation through JARK Industrial Ltd in a subletting agreement. Therefore; licensing standards 2.8 and 4.3 are applicable.

The labour provider has been found to be charging in excess of the amount permitted under the accommodation offset rules. As a result the workers wages have been taken under the national minimum wage and the labour provider is in breach of standard 2.8.

Licensing Standard 3.3 Major 8 points

Any debts properly entered into, or agreed recoveries from wages, are in writing and do not seek to cover more than the amount agreed or the recoveries allowed.

Details of non-compliance

The labour provider admitted that not all wage advances given to workers were documented. This is requirement of the standard. The labour provider has been found to be in breach of the standard in the absence of evidence to suggest that the debts were properly entered into.

Licensing Standard 3.6 Critical 30 points

That a person has freely chosen that employment and not because they were kept against their will and are free to leave their employment/job without incurring (or fear of incurring) a penalty.



543(2)

The "Letter of Confirmation" sent to workers at the labour user states that if a worker leaves the job, they must leave their accommodation immediately, to lose the job will mean losing your accommodation. Therefore, if they decide to leave the employment immediately they will lose their accommodation. This is a clear threat and penalty to the worker. Therefore, it is not the case that the worker is free to leave their employment without incurring a penalty and therefore, the standard has been breached.

Licensing Standard 4.3 Critical 30 points

Where workers live in accommodation provided by the gangmaster, it contains appropriate facilities (e.g. water, power, heating, bedding, sanitation) and is safe for its inhabitants. The GLA will expect to see evidence that any electrical equipment provided for cooking, heating, recreational or similar use is being properly maintained and that tenants have been supplied with copies of the most recent gas safety certificate as required by the current Gas Safety (Installation and Use) Regulations.

[Scotland only Where appropriate, accommodation is licensed or registered in accordance with the Antisocial Behaviour etc (Scotland) Act 2004 (Part 8, registration of landlords) or the Civic Government (Scotland) Act 1982 (Licensing of Houses in Multiple Occupation) Order 2000.]

[England, Wales only There should be no evidence that the room and space standards set out in the Housing Act 1985 and 2004 and associated secondary legislation are breached nor that there is evidence of misuse of Houses of Multiple Occupancy (HMO).]

Details of non-compliance

The details of 5 property locations were obtained at the Kings Lynn office but no gas certificates could be produced when requested to do so by the GLA Inspector.

In addition further properties were identified which had not been declared by the labour provider and were confirmed as being used to house workers. Gas safety certificates could not be produced for these properties.

The Redruth Hotel had been used to house workers but following a serious fire the hotel had burned down. The inspectors discovered that following an independent fire risk assessment a number of safety recommendations were made.

The labour provider has found to be in breach of the licensing standard.

Licensing Standard 5.3 Major 8 points

Accurate records are kept of days and hours worked for all workers.



records did not show the start and finish times of the workers and as these workers (from payroll records) as required by the standard. It is acknowledged that this appears to but an issue limited to one labour user's however, as evidence has been supplied that demonstrates that the records for seven workers had been recorded inaccurately from between the dates of 25th April 2008 to the 13th June 2008 the non-compliance cannot be treated as an isolated incident. The breach should have been identified and corrected before the GLA discovered the poor record keeping.

Licensing Standard 6.1 Major 8 points

The labour provider has co-operated with the labour user to ensure that:

- responsibility for managing the health and safety of workers has been agreed and assigned and that
- the health and safety risks to which they may be exposed at work are properly controlled

Details of non-compliance

The labour provider admitted that not all contracts were in place for all of their customers especially the smaller ones and that as a result of this Health & Safety agreements had not been assigned in all cases. This is a clear breach of the licensing standard as the standards do not make any exception in the case of smaller labour users.

Licensing Standard 6.2 Major 8 points

The gangmaster has co-operated with the labour user to ensure that responsibility for:

- the provision of information to workers about any special qualifications or skills they require to do the work for which they have been employed has been agreed and assigned
- Any health and safety training, including induction training deemed necessary to carry out the work safely has been agreed and assigned and that
- the workers provided have received any necessary health and safety (including induction) training appropriate to the site(s) at which they are working and the work they have been employed to do. The information and training should be comprehensible



The labour provider admitted that with some of their smaller clients not all workers had received the necessary Health & Safety training. The fact that only a small number of workers are supplied to a labour user can not be used as an excuse not to ensure the workers are properly trained in respect of Health & Safety. The non-compliance has therefore; been correctly identified and reported.

Licensing Standard 7.3 Major 8 points

There is evidence that all workers who have been employed continuously for one month or more under a contract of employment have a written statement of employment particulars. Or, if workers are engaged under contracts for services, there is evidence that these are agreed and provided to the workers before work commences.

The terms that must be agreed include:

- whether the worker is or will be supplied by the licence holder under a contract of employment, or for services, and the terms and conditions that will apply
- an undertaking to pay the worker for any work carried out regardless of whether the gangmaster has been paid by the labour user
- the length of termination the worker is required to give and entitled to receive, if any
- either the worker's pay rate, or the minimum rate to be expected
- the intervals at which the earnings will be paid; and details of any entitlement to paid holidays, SSP and other benefits

Details of non-compliance

There is no reference in the contract to benefits that workers may be entitled to such as statutory sick pay.

This has previously been highlighted as a problem as a condition was place on the licence stating that:

"Some workers had not received copies of a contract for services before starting work. Contracts that had been issued also did not meet this standard, as they did not include an undertaking to pay workers regardless of whether payment had been received from the labour user, and they did not explain the payment interval and workers' entitlement to statutory sick pay (SSP).



In order to comply with this standard, you should ensure that all contracts include these clauses, as well as the others required by the standard. You should also ensure that all workers receive a contract, and that signed copies of these contracts are kept on workers' files. Please also submit copies of these signed contracts to the GLA, in order for this condition to be removed."

The compliance deadline for the conditions was the 8th September 2008. The labour provider would appear to remain in breach of this standard.

The JARK Group of Companies

You wrote to the GLA on the 30th April 2008 requesting permission to accept that the JARK Group of companies should be allowed to operate under one licence. As a result of the recent compliance inspection and after a review of the evidence gathered the GLA have made the decision to refuse the request. JARK Recruitment Ltd will remain the only company listed on the public register pending the result of an appeal should one be made or until the date for an appeal has elapsed. To obtain a licence for any other legal entity a separate application must be made for each individual business.

It is your responsibility to inform your workers and your customers of the possibility you may have your licence revoked.

You have the option to re-apply for a licence, but you have to pay the application and inspection fees again.

What to do next: If you disagree with this decision you have the right of appeal. You must send your appeal in writing to the address below no later than 20 working days from the date of this letter. Please ensure that you explain fully why you disagree with the decision, and state clearly the name and address to whom all correspondence with the appeal must be sent.

You must send your appeal in writing to the address below.

The Secretariat, Gangmasters Licensing Appeals Defra Electra Way Crewe Cheshire CW1 6GJ

Telephone Number: 01270 754231 Fax Number: 01270 754260

E-mail: gangmasters.appeals@defra.gsi.gov.uk

In the event that the Authority sees fit to change this decision and revoke your licence with immediate effect you will be informed in writing. In these circumstances you will not be able to trade and you are advised to contact the Appeals Secretariat at the earliest opportunity as a fast track appeals process is available.



For further information you can visit our website at www.gla.gov.uk or contact us on 0845 6025020

Please note that under the terms of the Gangmasters (Licensing) Act 2004 it is a criminal offence for an individual or business to operate as a Labour Provider without a Licence. It is also a criminal offence for a labour user to employ the services of an un-licensed Labour Provider.

Yours sincerely

GLA Licensing Team
On behalf of the Gangmasters Licensing Authority

LICENCE DECISION REPORT **Company Name: Jark Recruitment Ltd JARK0001** CI Inspector: **Date of Inspection:** 17 Jun 2008 **Decision:** Revoke without immediate effect \boxtimes **ALC resulting from OGD Checks: Not applicable** LS OGD DTI NON | NON 🗀 LS OGD DTI NON 🗍 LS OGD DTI Decision to fail:

2.5 · Evidence that deductions (e.g. for transport or accommodation) are made from wages with the worker's consent?

Deductions are made from workers wages for, accommodation, accommodation deposits, accommodation arrears, transport, cash advances, key deposits and hygiene certificates. A number of deductions were seen on the payroll held at the Kings Lynn office but only one signed deduction form could be produced.

The standard requires labour provider to obtain written permission from workers for all deductions other than those legally required. The labour provider could produce no evidence that this is done in all cases and therefore, the labour provider has been found to be in breach of the licensing standard.

2.7 The applicant has not withheld, or threatened to withhold payment to any worker

Workers must request holiday pay on termination but there is evidence that at least 37 workers did not receive what they were entitled to on leaving Jark. The GLA are of the view that this practice is systematically failing to ensure workers receive holiday pay on termination of their employment.

The GLA are aware of correspondence addressed to the Principal Authority from the Citizens Advice Bureau (CAB) advising of the numerous complaints they were receiving. Despite an acknowledgement from the labour provider that the complaints had been received and the issue raised with Jark managers the complaints have continued to be received by the CAB.

The practice must be rectified it is not reasonable that money a worker is entitled to should be withheld for any reason within control of the gangmaster.



The workers contract also contains a clause to say that if timesheets are not submitted within a 40 day period after completion of the assignment then the worker could be made responsible for any loss of income Jark may suffer as a result. This clause is a threat and should be removed.

2.8 Have workers been paid consistently at or above the appropriate national minimum wage?

The labour provider provides a number of properties for use by workers across the UK. It is acknowledged that the properties are not owned by the labour provider but are sublets which are then used to house workers. The tenancy agreement between Jark Industrial and the landlord states that:

"the accommodation is provided to JARK"

The BACS Payment Details state that:

"JARK Industrial Ltd will **endeavour** to make sure your property is kept to its full capacity with regards to tenants on a weekly basis."

The text above was taken from an agreement made on the 12th February 2008. The agreement and the GLA interpretation of the agreement give reason to believe that JARK Recruitment Ltd is effectively providing accommodation through JARK Industrial Ltd in a subletting agreement. Therefore; licensing standards 2.8 and 4.3 are applicable.

The labour provider has been found to be charging in excess of the amount permitted under the accommodation offset rules. As a result the workers wages have been taken under the national minimum wage and the labour provider is in breach of standard 2.8.

3.3 Any debts are in writing

The labour provider admitted that not all wage advances given to workers were documented. This is requirement of the standard. The labour provider has been found to be in breach of the standard in the absence of evidence to suggest that the debts were properly entered into.

3.6 Workers have freely chosen that employment

states that if a worker leaves their job they must leave their accommodation immediately, to lose the job will mean losing your accommodation. Therefore, if they decide to leave the employment immediately they will loose their accommodation. This is a clear threat and penalty to the worker. Therefore, it is not the case that the worker is free to leave their employment without incurring a penalty and therefore, the standard has been breached.

s43(2)

4.3 Are arrangements for the safety of electrical installations and domestic gas appliances (where relevant) satisfactory

The details of 5 property locations were obtained at the Kings Lynn office but no gas certificates could be produced when requested to do so by the GLA Inspector.

In addition further properties were identified which had not been declared by the labour provider and were confirmed as being used to house workers. Gas safety certificates could not be produced for these properties.

The Redruth Hotel had been used to house workers but following a serious fire the hotel had burned down. The inspectors discovered that following an independent fire risk assessment a number of safety recommendations were made.

The labour provider has found to be in breach of the licensing standard.

5.3 Accurate records are kept of days and hours worked

records did not show the start and finish times of the workers and as these workers (from payroll records) as required by the standard. It is acknowledged that this appears to but an issue limited to one labour user's however, as evidence has been supplied that demonstrates that the records for seven workers had been recorded inaccurately from between the dates of 25th April 2008 and the 13th June 2008 to non-compliance can not be treated as an isolated incident. The breach should have been identified and corrected before the GLA discovered the poor record keeping.

6.1 Are adequate and effective arrangements in place for managing the health and safety of any workers provided?

The labour provider admitted that not all contracts were in place for all of their customers especially the smaller ones and that as a result of this Health & Safety agreements had not been signed in all cases. This is a clear breach of the licensing standard as the standards do not make any exception in the case of smaller labour users.

6.2 Is there evidence of the adequate provision of information, instruction training or supervision of workers?

The labour provider admitted that with some of their smaller clients not all workers had received the necessary Health & Safety training. The fact that only a small number of workers are supplied to a labour user can not be used as an excuse not to ensure they are properly trained in respect of Health & Safety. The non-compliance has therefore; been correctly identified and reported.

7.3 Workers employed for 1 month or more receive a written statement of employment particulars?

There is also no reference in the contract to benefits that workers may be entitled to such as statutory sick pay.

This has previously been highlighted as problem as a condition was place on the licence stating that:

"Some workers had not received copies of a contract for services before starting work. Contracts that had been issued also did not meet this standard, as they did not include an undertaking to pay workers regardless of whether payment had been received from the labour user, and they did not explain the payment interval and workers' entitlement to statutory sick pay (SSP).

In order to comply with this standard, you should ensure that all contracts include these clauses, as well as the others required by the standard. You should also ensure that all workers receive a contract, and that signed copies of these contracts are kept on workers' files. Please also submit copies of these signed contracts to the GLA, in order for this condition to be removed."

The compliance deadline for the conditions was the 8th September 2008. The labour provider would appear to remain in breach of this standard.

The JARK Group of Companies

You wrote to the GLA on the 30th April 2008 requesting permission to accept that the JARK Group of companies should be allowed to operate under one licence. As a result of the recent compliance inspection and post a review of the evidence gathered the GLA have made the decision to refuse the request. JARK Recruitment Ltd will remain the only company listed of the public register pending the result of an appeal should one be made or until the date for an appeal to be made by has elapsed. To obtain a licence for any other legal entity a separate application must be made of each individual business.

Standards no carried forward

2.9 Benefits are paid to workers

No evidence of the payment of SSP could be found on the payroll. Workers (see 2.7) were clearly not given their full entitlement to holiday pay (Exhibit 2, 6, 7 & 7a)despite complaining to the CAB and Rosita Michenviciene the account coordinator at Two Sisters advised workers they were only entitled to 21 days holiday, although the contract said that workers were "only entitled to rest breaks in accordance with the WTR (Working Time Directive)

Failure reason from previous inspection report:

LP was unable to provide evidence of payment of SSP. Contract does not state that the workers are entitled to SSP.

The issue of holiday is a duplication of the reasons the labour provider has failed 2.7 and therefore, will not be used as a reason for a breach of this standard. The remains no evidence that SSP is paid to workers however, we have not been

presented any evidence that some workers were entitled to SSP. It would appear that ALC clearance evidence was not taken into account during the compliance inspection process in relation to this standard. Therefore, the information taken during the most recent compliance inspection has been taken as the most up to date account of the company's compliance. As such the most recent evidence suggests the company is not compliant with LS 2.7 but there is insufficient evidence to suggest non-compliance with LS 2.9.

3.1 Workers are not subjected to physical or mental mistreatment

When workers complained to the CAB they stated they were frightened to make it official for fear they would lose their jobs and had been told by their employer that if they left they would be blacklisted for work at other agencies. There was also mention of violence against their family members and co workers. A statement (See Exhibit 2) has been obtained from an official at the CAB in relation to what was said by the 37 Jark workers who made complaints between January 2007 to April 2008.

The statement is made on behalf of workers. However, no specific allegations have been made about who intimated the workers, how this was done or when the intimidation was carried out. The allegation is serious however, it is uncorroborated and we have been presented with no evidence that intimidation actually took place. The intimidation therefore, cannot be proved or counted against the licence holder in terms of a licensing decision.

5.1 Workers are allowed to take statutory breaks.

There is evidence that workers did not receive breaks in accordance with the Working Time Directive and in one instance a worker was found to have done 101.75 hours in a week without a break and worked 49 days continuously. At Farm evidence was found that the one worker supplied had worked 33 days without a break and then after 2 days off had done a further 42 days.

This practice is clearly in breach of the WTD. However, the GLA's recently publicly stated position is not to fail this standard unless it has been proved that workers asked for and were refused breaks. Therefore, the licensing team can not accept this as evidence of non-compliance. This was previously failed as and added to the licence as a condition however at the most recent inspection the report is contradicted by published GLA advice and therefore, will not be counted against the labour provider on this occasion.

Fail Score: 146

Narrative:

The licence holder has failed to comply with the licensing standards as directed and therefore, the licence must now be revoked. The decision has been taken after consideration of the compliance inspection report and exhibits submitted in conjuction with that report.

The compliance inspection did not appear to take into account that there were outstanding consitions on the licence or that the licence holder had sent in evidence in an attempt to clear those conditions. However, it would appear that the business

sk3(2)

remains in breach of licensing standard 7.3. The number of additional non-complainces discovered during the compliance inspection it is not considered that in not taking into account the ALC clearence evidence sent in by the business that the outcome would have been effected. Therefore, the decision to revoke has been taken.

The licence must now be revoked. The decision will be to revoke without immediate effect as althoug the report puts forward a large number of non-compliances no evidence has been provided to suggest the workers health safety and wellbeing is in immediate danger.

Name:	Date of decision:
s40	27 th June 2008

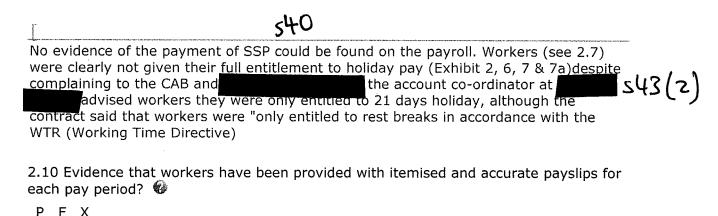


JARK0001 - JARK RECRUITMENT LTD

Section 1: Possession of a valid GLA issued Licence

1.1 A current GLA Licence is in issue P F X
1.2 Licence details are up to date P F X P
1.3 URN and other licence details are provided by LP P F X
Section 1 Optional Comments
CI was undertaken at the main office of the LP based at Dereham and also simultaneously at the Kings Lynn branch office. LU visits & worker interviews were carried out at based at Chichester, at Attleborough & at Flixton in Suffolk. A number of workers were also seen off site during the investigation.
Section 2: Payment of Wages, Tax, NI, VAT
2.1 Is the business registered as an employer with a PAYE reference number? P F X I I II
2.2 Evidence that workers income tax and NI are accurate, appropriate and paid over to HMRC?
P F X
2.3 If the business is registered for VAT, are all returns and payments up to date? P F X
2.4 Evidence that the an accurate payroll system is in place? P F X III III

2.5 \cdot Evidence that deductions (e.g. for transport or accommodation) are made from wages with the worker's consent?
P F X
Deductions are made from workers wages for, accommodation, accommodation deposits, accommodation arrears, transport, cash advances, key deposits and hygiene certificates. A number of deductions were seen on the payroll held at the Kings Lynn office but only one signed deduction form could be produced. Also in this one case (a cash advance deduction) when it was eventually produced, on closer inspection the signature was nothing like the workers (seen on the passport & contract copy) and apppeared to have been forged (See Exhibit 1)
2.6 Scotland - legal deductions are made
P F X
N/A no contracts in Scotland
1,77 no contracts in Dectand
2.7 The applicant has not withheld, or threatened to withhold payment to any worker $oldsymbol{arphi}$
P F X
Workers must request holiday pay on termination but there is evidence that at least 37 workers did not receive what they were entiltled to on leaving Jark (Exhibit 2). Although these individuals referred their complaints to the Citizens Advice Bureau, they still did not receive what they were due to. The LP admitted (Exhibit 3) he had received the complaints but acknowledged that they had not all been dealt with. The contract also contains (Exhibit 4) a clause to say that if timesheets are not submitted within a 40 day period after completion of the assignment then the worker could be made responsible for any loss of income Jark may suffer as a result.
2.8 Have workers been paid consistently at or above the appropriate national minimum wage?
P F X
A full list of all contracts was eventually obtained and it was clear that some of these were clearly attributable to AWO as they involved livestock (Grade 2 worker status). Until this was pointed out the LP stated that he did not have any contracts in the Agriculural sector. Namely these were pig farm The LP admitted that only the basic wage was paid and wageslips in respect of workers were copied and are held in support of this.In addition the LP was charging workers in excess of the accommodation offset.(See Exhibit 5 a,b & c)
2.9 Benefits are paid to workers
P F X



Section 2 Optional Comments

Section 3: Debt Bondage, Harsh Treatment or Intimidation

3.1 Workers are not subjected to physical or mental mistreatment P F X

When workers complained to the CAB they stated they were frightened to make it official for fear they would lose their jobs and had been told by their employer that if they left they would be blacklisted for work at other agencies. There was also mention of violence aginst their family members and co workers. A statement (See Exhibit 2) has been obtained from an official at the CAB in relation to what was said by the 37 Jark workers who made complaints between January 2007 to April 2008.

3.2 There are no debts to the Labour Provider 🐠

P F X

3.3 Any debts are in writing 🚳

P F X

The LP admitted that not all wage advances given to workers were documented and although the LP could produce a copy of a cheque from one worker in support of repayments there was no formal agreement in place (See Exhibit 1)

3.4 There has been no imposition of a transfer fee other than permitted in the regulations $\ensuremath{\mathfrak{G}}$

P F X

3.5 Workers are not penalised for either giving notice, or not passing on details of new employment $\ensuremath{\mathfrak{G}}$

P F X
The contract clearly states that if a worker gives notice he must leave his accommodation immediately (Exhibit 5c).
3.6 Workers have freely chosen that employment P F X ■ ■ ■
The contract clearly states that if a worker gives notice he must leave his accommodation immediately, to lose the job will mean losing your accommodation. Workers are also told that they will be blacklisted for work at any other agencies should they leave. The contract also binds them to the accommodation for a twelve week period at least
3.7 Is there evidence that the applicant has complied with section 8 and returned identification documents to workers P F X
3.8 Disciplinary matters are properly dealt with by the LP P F X
3.9 LP does not disclose information relating to a worker PFX
Not tested due to more important issues
3.10 Data and records are kept securely P F X
Not tested due to more important issues
Section 3 Optional Comments Section 4: Workers' accommodation

4.1 No under-18s are made to stay away from home P F X

FI

LAWS Page 5 of 10

4.2 Workers are allowed to find suitable alternative accommodation 🏶
P F X
4.3 Are arrangements for the safety of electrical installations and domestic gas appliances (where relevant) satisfactory P F X
The LP provides a number of properties for use by workers across the UK. These are not owned by the LP but are sublets which are then used to house workers. Details of 5 property locations were obtained at the Kings Lynn office but when requested no gas certificates could be produced. In addition further properties were identified which had not been declared by the LP and were confirmed as being used to house workers. The Redruth Hotel had been used to house workers and following a serious fire this had burned down. The inspectors discovered that following an independent fire risk assessment a number of safety recommendations were made (See Exhibit 8)
Section 4 Optional Comments
Section 5: Hours worked, Working Time Regulations, etc 5.1 Workers are allowed to take statutory breaks. P F X
There is evidence that workers did not receive breaks in accordance with the WTD and in one instance a worker was found to have done 101.75 hours in a week without a break and worked 49 days continuously.(Exhibit 1) At the pig farm there was evidence that the one worker supplied had worked 33 days without a break and then after 2 days off had done a further 42 days At the pig farm there is documentary evidence that 91 workers worked periods in excess of 6 consecutive days (See Exhibit 9)
5.2 Workers working in excess of 48 hours per week have freely signed an opt out agreement?
P F X
5.3 Accurate records are kept of days and hours worked P F X

Section 6: Breaches in Health and Safety, Including Training

6.1 Are adequate and effective arrangements in place for managing the health and safety of any workers provided?	
P F X	000000000000000000000000000000000000000
The LP admitted that not all contracts were in place for all of their customers especiall the smaller ones and that as a result of this H&S had not been assigned in all cases.	y
6.2 Is there evidence of the adequate provision of information, instruction training or supervision of workers? $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	
P F X	
The LP admitted that with some of their smaller clients not all workers had received th necessary H&S training	е
6.3 Have suitable and sufficient risk assessments been carried out in relation to work activities undertaken by adults?	
P F X	
Not fully tested more important issues.	
6.4 No charge is made for training $ m{ ext{@}} $	
P F X	
Not tested due to more important issues	
6.5 Are the arrangements in place for the safe use of plant, machinery or substances a work considered to be adequate? 🍪	t
P F X	
6.6 Have adequate arrangements and provision been made in respect of personal protective clothing, welfare facilities and first aid?	
P F X	
6.7 Drivers have valid licences 🔮	
P F X	

Not fully tested but of the 4 drivers checked at the LP head office all had Code 101 on their licence which restricts them from driving vehicles for hire & reward

6.8 Are suitable arrangements in place for the safe use and maintenance of workplace transport? $\ensuremath{\mathfrak{G}}$
P F X
6.9 Vehicles are registered with the DVLA
PFX III III III III III III III III III I
Insurance shows that the vehicles should not be used for hire & reward (Exhibit 10)
6.10 There are records of all drivers P F X
6.11 PSV registration and PCV licences exist P F X
Section 6 Optional Comments

Section 7: Recruitment and Contractual Arrangements

- 7.2 The identity, qualifications and authorisations of the workers supplied have been confirmed •
- P F X
- 7.3 Workers employed for 1 month or more receive a written statement of employment particulars? $\ensuremath{\mathfrak{G}}$

P F X

PFX

7.1 No discrimination &

The workers contract does not state that the appropriate minimum wage (AWO) will be paid and that the appropriate holiday entitlement will be met (Exhibit 4) There is also no reference to any benefits that workers may be entitled to.

7.4 No changes are made to contracts of employment or service without written consent

of the employee? 🚱
P F X
7.5 No introduction of workers for direct employment by Labour Users P F X
Section 7 Optional Comments
Section 8: Sub-contracting
8.1 Subcontractors are licensed by the GLA 👽
P F X
8.2 Names and details of sub-contractor(s) are recorded P F X
8.3 There is documentary evidence of the agreement between the Labour Provider and all subcontractors $\ensuremath{\mathfrak{G}}$
P F X
8.4 The Labour Provider has the worker's permission before transferring them to another Labour Provider $\ \ \ \ \ \ \ \ \ \ \ \ \ $
P F X
Section 8 Optional Comments
The LP has denied under caution that he used any illegal agents to obtain workers from Poland and also stated that JARK have taken action against one company for the use of their name when recruiting.
Section 9: Identity Issues and Under Age Working
9.1 Records of workers' details are kept * P F X
9.2 Times and dates worked by children and young workers are kept © P F X

P F X
☑ □ □

Section 10 Optional Comments

C
N/A no young workers
9.3 Have suitable and sufficient risk assessments been carried out in relation to work activities undertaken by children / young workers? \P
P F X
N/A no young workers
9.4 Children only carrying out work permitted by law
P F X
N/A no young workers
Section 9 Optional Comments
Although worker files were incomplete in some cases with NI numbers missing etc and incorrect addresses this has been passed but should be thoroughly checked on any new application that may be submitted or CI that is conducted.
Section 10: Legality and Rights of workers
10.1 If workers were associated with the applicant, were all workers legally entitled to work in the UK $\ensuremath{\mathfrak{G}}$
10.2 If overseas students were employed, were they employed for 20 hours or less during term time $\ensuremath{\mathfrak{G}}$
P F X
N/A no students used
10.3 Workers are not prevented from taking Trade Union membership ©
P F X
10.4 No supplying of workers to replace workers on strike
TO'T NO SUPPLYING OF WOLKELS TO LEDIAGE MOLKELS OIL STILKE

192 points

(CV1.0.38.0 AV3.0.7.23) Last Modified: 24 May 2006