



Mr Nigel Stearn  
Gateway Recruitment Services  
Unit G  
Camilla Court  
Nacton  
Ipswich  
Suffolk  
IP10 0EU

8 May 2008

Your ref:

Our ref: GATE0001/LM5  
Email: [licensing@gla.gsi.gov.uk](mailto:licensing@gla.gsi.gov.uk)

Dear Mr Stearn

**Licence Revocation**

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

The decision will take effect from 5 June 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 this date.

This decision has been made following the compliance inspection on 29 April 2008. Your business scored 126 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:

**Licence Standard 2.5 (Major score 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**

The labour provider has deductions forms in place for transport, but does not have any forms in place for accommodation deductions, or other deductions, such as worker registration scheme (WRS) and wage advances. This is a clear breach of the standard.

**Licence Standard 2.8 (Critical score 30 points)**

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

#### Details of non-compliance

The labour provider supplies workers that come under Agricultural Wages Order (AWO). However, overtime has not been paid in line with the AWO. The labour provider admitted he has a copy of the AWO, but has not read it and also stated he has a farming background. The labour provider is also deducting accommodation from workers at £55 per week, which is above the accommodation offset of £30.10. Payslips have been taken showing the deductions and timesheets taken showing workers have worked overtime and should have been paid.

#### Licence Standard 2.9 (Major score 8 points)

There is evidence that all workers receive paid annual leave entitlement, and any of the other benefits they are entitled to. Records of any paid annual leave entitlement, statutory sick pay, statutory paternity pay, statutory maternity pay and statutory adoption pay are kept on workers' files.

#### Details of non-compliance

The labour provider has only given his workers 24 days holiday not 31 as instructed by the AWO. The labour provider claimed to be unaware of Agricultural Wages Sick Pay (AWSP) or that statutory sick pay (SSP) is payable after 3 days and not 5 days as stated in his workers contracts. The labour provider also stated in workers contracts SSP only payable after 6 months work which is illegal.

#### Licence Standard 3.3 (Major score 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 he does not have any written agreements with the workers to deduct WRS payments or when he gives advances or loans. One payslips seen showing a £10 fine had been deducted. As all debts must be properly entered into and the labour provider has stated they are not, therefore the standard is clearly breached.

#### Licence Standard 5.1 (Major score 8 points)

Workers are allowed to take statutory breaks.

#### Details of non-compliance

The labour provider not aware that under the AWO workers are entitled to longer breaks than under National Minimum Wage (NMW). The labour provider was also unaware that 17 year old workers require more frequent breaks than adults. As a result the workers have not received the correct breaks.



**Licence Standard 6.1 (Major score 8 points)**

The gangmaster 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's contract with labour users is ambiguous. It states the labour user is responsible for all health and safety matters including training, but then goes on to state Gateway Recruitment Services is responsible for health and safety training. It is clear that the responsibility for managing health and safety of workers has not been clearly agreed or assigned.

**Licence Standard 6.2 (Major score 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

**Details of non-compliance**

No evidence either from the labour users visited or the labour provider could be produced to show that workers training had been provided. At the labour user GB Ingredients training records were only signed by the labour user, and not by the worker. At the labour users [REDACTED] there were no records that training had been given to workers by either the labour user or labour provider. Workers at [REDACTED] confirmed they had not received any training. The GLA are not satisfied the labour provider has taken the necessary steps to ensure their workers are safe at work.

*s43(2)*

**Licence Standard 6.6 (Major score 8 points)**

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

- adequate and appropriate personal protective equipment has been provided to the workers they supply and that
- adequate arrangements have been made with regard to the provision of sanitary conveniences, washing facilities, drinking water, facilities for changing clothes and for rest and the consumption of food and drink, for first aid and the recording and reporting of reportable accidents and cases of ill health at work



Details of non-compliance

s43(2)

Risk assessments were checked at [REDACTED]. The need for personal protective equipment PPE (masks and boots) had been identified in the risk assessments, but PPE had not been provided. Workers interviewed at [REDACTED] confirmed all PPE was their own. The labour provider was not aware of risk assessments identifying PPE either. Copies of risk assessments taken as evidence. Workers should not be asked to provide their own PPE.

Licence Standard 7.3 (Major score 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

The workers contact of employment does not state workers will be paid regardless of whether payment is received by the labour user or not. Contract states sick pay is only payable after 6 months of work and after 5 days off sick which is illegal. Contracts state accommodation can be arranged, although the labour provider initially denied providing accommodation.

Licence Standard 7.4 (Major score 8 points)

There are no changes made either to contracts of employment or contracts for service without written consent by the employee.

Details of non-compliance

There is no evidence the labour provider has obtained written permission from the workers before making changes to their contracts. The contracts were changed when the labour provider changed the amount of holiday the workers were entitled to from three weeks to 24 days. The change was also incorrect as the workers were subject to the AWO.



#### **Licence Standard 9.1 (Major score 8 points)**

Records on workers' files include their name, date of birth, address, National Insurance number, and documentation showing their entitlement to work in the UK.

##### **Details of non-compliance**

The labour provider was not able to provide any details for two workers when requested to do so. He stated those records had been shredded at the request of the workers. The licensing standards do not permit labour provider to dispose of records as they must be kept for at least a year.

#### **Licence Standard 9.2 (Major score 8 points)**

Details of any work activities, including times and dates worked, carried out by children and young workers are held on file.

##### **Details of non-compliance**

The labour provider is employing five 17 year olds. He was not aware that they required any special checks carrying out on what they do at work, nor that they could not work more than 48 hours a week. Signed 48 hour opt out found in some of the 17 year olds files.

#### **Licence Standard 10.1 (Major score 8 points)**

All workers are legally entitled to work in the UK. Employers will be required to show they have complied fully with Section 8 of the Asylum and Immigration Act 1996 in relation to workers employed since January 1997.

##### **Details of non-compliance**

The labour provider has been using Bulgarians but the workers possessed work visas only allowing them to work for certain companies. Some Nepalese workers files showed they were not entitled to work in the UK. The labour provider admitted being negligent in checking this when taking on new workers. He also admitted he doesn't always check ID for UK born workers.

The revocation of your licence has been made without immediate effect. The licence holder should not interpret this as permission to contravene UK law in the intervening period. The relevant authority with responsibility for the offence may also investigate / take action during this period. Corrective action taken during the intervening period will not be considered a basis for reversing the decision to revoke.

In the event 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.



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](mailto:gangmasters.appeals@defra.gsi.gov.uk)

For further information you can visit our website at [www.gla.gov.uk](http://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

<b>LICENCE DECISION REPORT</b>																					
<b>GATE0001</b>		Company Name: Gateway Recruitment Services																			
<b>CI</b>	<b>Inspector:</b> <span style="background-color: black; color: black;">XXXXXXXXXX</span> S4O	<b>Date of Inspection:</b> <b>29/04/08</b>																			
<b>Decision:</b>																					
<p><b>Revoke without immediate</b> <input checked="" type="checkbox"/></p> <p><b>ALC resulting from OGD Checks: Not applicable</b></p> <table> <tr> <td><b>LS</b></td> <td><input type="checkbox"/></td> <td><b>OGD</b></td> <td><b>DTI</b></td> <td><b>NON</b></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>LS</b></td> <td><input type="checkbox"/></td> <td><b>OGD</b></td> <td><b>DTI</b></td> <td><b>NON</b></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>LS</b></td> <td><input type="checkbox"/></td> <td><b>OGD</b></td> <td><b>DTI</b></td> <td><b>NON</b></td> <td><input type="checkbox"/></td> </tr> </table>				<b>LS</b>	<input type="checkbox"/>	<b>OGD</b>	<b>DTI</b>	<b>NON</b>	<input type="checkbox"/>	<b>LS</b>	<input type="checkbox"/>	<b>OGD</b>	<b>DTI</b>	<b>NON</b>	<input type="checkbox"/>	<b>LS</b>	<input type="checkbox"/>	<b>OGD</b>	<b>DTI</b>	<b>NON</b>	<input type="checkbox"/>
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<b>Decision to fail:</b>																					
<p><b>2.5 · Evidence that deductions (e.g. for transport or accommodation) are made from wages with the worker's consent?</b></p> <p>The labour provider has deductions forms in place for transport, but does not have any forms in place for accommodation deductions, or other deductions, such as worker registration scheme (WRS) and wage advances. This is a clear breach of the standard.</p>																					
<p><b>2.8 Have workers been paid consistently at or above the appropriate national minimum wage?</b></p> <p>The labour provider supplies workers that come under Agricultural Wages Order (AWO). However, overtime has not been paid in line with the AWO. The labour provider admitted he has a copy of the AWO, but has not read it and also stated he has a farming background. The labour provider is also deducting accommodation from workers at £55 per week, which is above the accommodation offset of £30.10. Payslips have been taken showing the deductions and timesheets taken showing workers have worked overtime and should have been paid.</p>																					
<p><b>2.9 Benefits are paid to workers</b></p> <p>The labour provider has only given his workers 24 days holiday not 31 as instructed by the AWO. The labour provider claimed to be unaware of Agricultural Wages Sick Pay (AWSP) or that statutory sick pay (SSP) is payable after 3 days and not 5 days as stated in his workers contracts. The labour provider also stated in workers contracts SSP only payable after 6 months work which is illegal.</p>																					

### **3.3 Any debts are in writing**

The labour provider admitted he does not have any written agreements with the workers to deduct WRS payments or when he gives advances or loans. One payslips seen showing a £10 fine had been deducted. As all debts are must be properly entered into and the labour provider has stated they are not the standard is clearly breached.

### **5.1 Workers are allowed to take statutory breaks.**

The labour provider not aware that under the AWO workers are entitled to longer breaks than under National Minimum Wage (NMW). The labour provider was also unaware that 17 year old workers require more frequent breaks than adults. As a result the workers have not received the correct breaks.

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

The labour provider's contract with labour users is ambiguous. It states the labour user is responsible for all health and safety matters including training, but then goes on to state Gateway recruitment Services is responsible for health and safety training. It is clear that the responsibility for managing health and safety of workers has not been clearly agreed or assigned.

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

No evidence form either from the labour users visited or the labour provider could be produced to show that workers training had been provided. At the labour user GB Ingredients training records were only signed by the labour user only, and not by the worker. At the labour users [REDACTED] there were no records that training had been given to workers by either the labour user or labour provider. Workers at [REDACTED] confirmed they had not received any training. This GLA are not satisfied the labour provider has taken the necessary steps to ensure their workers are safe at work.

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### **6.6 Have adequate arrangements and provision been made in respect of personal protective clothing, welfare facilities and first aid?**

Risk assessments were checked at [REDACTED] The need for personal protective equipment PPE (masks and boots) had been identified in the risk assessments, but PPE had not been provided. Workers interviewed at [REDACTED] confirmed all PPE was their own. The labour provider was not aware of risk assessments identifying PPE either. Copies of risk assessments taken as evidence. Worker should not be asked to

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provide their own PPE.

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

The workers contact of employment does not state workers will be paid regardless of whether payment is received by the labour user or not. Contract states sick pay only payable after 6 months of work and after 5 days off sick which is illegal. Contracts state accommodation can be arranged, although the labour provider initially denied providing accommodation.

**7.4 No changes are made to contracts of employment or service without written consent of the employee?**

There is no evidence the labour provider has obtained written permission from the workers before making changes to their contracts. The contracts were changed when the labour provider changed the amount of holiday the workers were entitled to from three weeks to 24 days. The change was incorrect as the workers were subject to the AWO.

**9.1 Records of workers' details are kept**

The labour provider was not able to provide any details for two workers when requested to. He stated those records had been shredded at the request of the workers. The licensing standards do not permit labour provider to dispose of records and they must be kept for at least a year.

**9.2 Times and dates worked by children and young workers are kept**

The labour provider is employing five of 17 year olds. He was not aware that they required any special checks carrying out on what they do at work, nor that they couldn't work more than 48 hrs a week. Signed 48 hr opt out found in some of the 17 year olds files.

**10.1 If workers were associated with the applicant, were all workers legally entitled to work in the UK**

The labour provider has been using Bulgarians but the workers possessed work visas only allowing them to work for certain companies. Some Nepalese workers files showed they were not entitled to work in the UK. The labour provider admitted being negligent in checking this when taking on new workers. He also admitted he doesn't always check ID for UK born workers.

**Fail Score: 126**

**Narrative:**

The licensing team have checked back with the inspector and the workers are not believed to be in any immediate danger. However, the labour provider has clearly breached a number of standards and their compliances score is far in access of the 30 point threshold permitted.

This licence is to be revoked without immediate effect and the defra guidance for making an appeal posted with a hard copy of the revocation letter.

<b>Name:</b> [REDACTED] 540	<b>Date of decision:</b> 8 <sup>th</sup> May 2008
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s40

**COMPLIANCE INSPECTION BY [REDACTED]  
SCHEDULED FOR: 29/APR/2008****GATE0001 - GATEWAY  
RECRUITMENT SERVICES****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  
  1.3 URN and other licence details are provided by LP P F X  
  **Section 1 Optional Comments**

LP is supplying workers to [REDACTED]

[REDACTED] Will be supplying workers to the following over the coming months - [REDACTED]

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CI was conducted by myself and [REDACTED] and we interviewed workers at [REDACTED] and also visited [REDACTED] to obtain paperwork and check documentation/records held.

**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  
  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



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

P F X



LP has deductions form in place for transport, but doesn't have any forms in place for accommodation deductions, or other deductions, such as WRS and wage advances.

2.6 Scotland - legal deductions are made 

P F X



LP doesn't supply workers to Scotland

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

P F X



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

P F X



LP supplies workers that come under AWO. He has not been paying overtime in line with the AWO. Workers are on a contract of employment (copy taken as evidence). LP admitted he has a copy of the AWO, but hasn't read it and stated he has a farming background. After a discussion with one of the LU's, [REDACTED] they stated as far as they were aware LP was paying overtime. LP is also deducting accommodation from some people at £55 pw, which is above the accommodation offset. Payslips taken showing deductions. Timesheets taken showing overtime should have been paid.

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2.9 Benefits are paid to workers 

P F X



LP has only given 24 days holiday not 31 as per AWO. LP not aware of AWSP or that SSP is payable after 3 days and not 5 days as stated in his workers contracts. LP also stated in workers contracts SSP only paysbale after 6mths work.

2.10 Evidence that workers have been provided with itemised and accurate payslips for each pay period? 

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

3.2 There are no debts to the Labour Provider 

P F X

3.3 Any debts are in writing 

P F X

LP admitted he doesn't have any written agreements with the workers to deduct WRS payments or when he gives advances or loans. One payslips seen showing a £10 fine had been deducted (copy taken).

3.4 There has been no imposition of a transfer fee other than permitted in the regulations 

P F X

3.5 Workers are not penalised for either giving notice, or not passing on details of new employment 

P F X

3.6 Workers have freely chosen that employment 

P F X

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 

P F X

3.10 Data and records are kept securely 

P F X

  

Section 3 Optional Comments

**Section 4: Workers' accommodation**4.1 No under-18s are made to stay away from home 

P F X

  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

  

Section 4 Optional Comments

LP has 3 flats and 1 house he provides for accommodation. He also deducts rent from wages for another landlord for those people that live at Sevenoaks in Trimley.

**Section 5: Hours worked, Working Time Regulations, etc**5.1 Workers are allowed to take statutory breaks. 

P F X

  

LP not aware that under the AWO workers are entitled to longer breaks than under NMW. LP not aware that 17yr old workers require more frequent breaks than adults. As such workers have not received the correct breaks.

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 5 Optional Comments

**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

  

*s43(2)*  
LP's contract with LU's is ambiguous. It states the LU is responsible for all H&S matters including training, but then goes on to state Gateway is responsible for H&S training. As [REDACTED] there were no records that training had been given to workers by either side and workers at [REDACTED] confirmed they had not received any training. LP not aware of any records for any of his LU's.

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

P F X

  

No eviednce either from LU's, LP or workers training had been received. At GB Ingredients training recrods were only signed by the LU, and not by the worker.

6.3 Have suitable and sufficient risk assessments been carried out in relation to work activities undertaken by adults? 

P F X

  

6.4 No charge is made for training 

P F X

  

6.5 Are the arrangements in place for the safe use of plant, machinery or substances at work considered to be adequate? 

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

  

*s43(2)*  
Risk assessments were checked at [REDACTED] The LU was unaware that the need for PPE (masks and boots) had been identified in the risk assessments, but hadn't been

provided. The LU stated he thought it was the workers responsibility to provide their own PPE. workers interviewed at [REDACTED] confirmed all PPE was their own. LP wasn't aware of risk assessments identifying PPE either. Copies of risk assessments taken as evidence.

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#### 6.7 Drivers have valid licences

P F X

#### 6.8 Are suitable arrangements in place for the safe use and maintenance of workplace transport?

P F X

#### 6.9 Vehicles are registered with the DVLA

P F X

#### 6.10 There are records of all drivers

P F X

#### 6.11 PSV registration and PCV licences exist

P F X  
    
[REDACTED]

Not applicable at LP provides cars.

#### Section 6 Optional Comments

NFU have confirmed LP is covered for hire and reward.

### Section 7: Recruitment and Contractual Arrangements

#### 7.1 No discrimination

P F X

#### 7.2 The identity, qualifications and authorisations of the workers supplied have been confirmed

P F X  
    
[REDACTED]

Workers files showed that the LP had been employing Bulgarians. At [REDACTED] ingredients 3 Bulgarian workers passports found that contained work permits only to work for [REDACTED] [REDACTED] Some Nepalese workers files showed they did not have the right to work in the UK. LP admitted he has been negligent in checking this and accepted he

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may have employed workers without checking this out properly.

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

P F X

Workers are on a contract of employment and the contract states 24 days holiday, majority of workers come under the AWO. Contract doesn't state workers will be paid regardless of whether payment is received by the LU or not. Contract states sick pay only payable after 6 mths of work and after 5 days off sick. Workers do not sign a data protection clause. Contracts state accommodation can be arranged, although the LP initially denied providing accommodation.

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

P F X

There is no evidence the LP has obtained written permission from the workers before making changes to their contracts.

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 

P F X

LP has been using [REDACTED] as a source of workers from time to time. He states he has no contract with [REDACTED] and [REDACTED] brings him to see if he wants workers. Gateway do not pay [REDACTED] for this service. When questioned about this he then agreed

543(2)

it was unusual not to have to pay for this service. He was not aware if [REDACTED] was charging workers for this, but accepted it was unlikely [REDACTED] would be doing this for free. LP states he hasn't sourced any workers in our sector from [REDACTED] which is why I haven't failed him, but there is no reason to think he won't use [REDACTED] in future. s43(2)

#### 8.4 The Labour Provider has the worker's permission before transferring them to another Labour Provider

P F X

[REDACTED]

Untested as no worker interviewed came via a subcontractor

#### Section 8 Optional Comments

### Section 9: Identity Issues and Under Age Working

#### 9.1 Records of workers' details are kept

P F X

[REDACTED]

LP wasn't able to provide any details on several workers when requested to. He stated those records had been shredded at the request of the workers. I advised him he must ensure records are kept, even after a worker leaves. Some of the Nepalese workers files showed they did not have the right to work in the UK, yet the LP had employed them.

#### 9.2 Times and dates worked by children and young workers are kept

P F X

[REDACTED]

LP is employing a number of 17yr olds. He was not aware that they required any special checks carrying out on what they do at work, nor that they couldn't work more than 48 hrs a week. Signed 48 hr opt out found in some of the 17 yr olds files (nepalese workers).

#### 9.3 Have suitable and sufficient risk assessments been carried out in relation to work activities undertaken by children / young workers?

P F X

[REDACTED]

LP not aware that additional risk assessments were required, and as such has not ensured the LU's have carried these out.

#### 9.4 Children only carrying out work permitted by law

P F X

[REDACTED]

As LP is not fully aware of what work is being carried out by the 17 year olds I have failed him on this section. LP states they have been doing farming work, although he is not exactly sure what this may have been doing.

#### Section 9 Optional Comments

### 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 

P F X

LP has been using Bulgarians via Solo LLP (until Solo lost their licence), but copies seen of Bulgarians with work visas only allowing them to work for certain companies (copies taken). Some Nepalese workers files showed they weren't entitled to work in the UK. LP admitted being negligent in checking this when taking on new workers. LP admitted he doesn't always check ID for UK born workers.

10.2 If overseas students were employed, were they employed for 20 hours or less during term time 

P F X

LP has been employing students (although he wasn't aware of this), but I wasn't able to verify if they had worked more than 20 hrs a week due to the LP being unable to tell me which of them had actually worked for him and which had merely registered to work for him. Due to the lack of evidence I have not failed him on this.

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 

P F X

#### Section 10 Optional Comments

LP mainly employs Lithuanian workers, but also has a large number of Nepalese people on his books. Previously he was using Bulgarians through Solo LLP.

126 points