

Please complete all sections using CAPITAL LETTERS and return with required documents

APPLICATION FORM

Personal Details

| | | |
|--|-------------------------------|---|
| Surname: | Forenames: | Preferred Name: |
| Title: | Date of Birth: | Previous names: |
| Home Tel: | Mobile: | Work Tel: |
| Email Address: | Nationality: | Professional registration no: Are there any restrictions on your registration Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Present Address: | | |
| Driving Licence: Yes <input type="checkbox"/> No <input type="checkbox"/> Country of Licence: | | Postcode: Licence No: |
| Passport no: | Visa details (if applicable): | Expiry date: |
| Are you a British Citizen / EU National? | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Are there any restrictions on your Passport to prohibit you working in the UK? | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Are you subject to work permit provisions? If yes, please provide a copy of the work permit | | Yes <input type="checkbox"/> No <input type="checkbox"/> |

Next of Kin Details (in the case of emergency who should we contact?)

| | | |
|--|----------|---------------|
| Name: Surname | Forename | Tel Day: |
| Address: | | Tel Evening: |
| Postcode: | | Relationship: |
| Is the next of kin aware you have provided TLA with their personal information: Yes <input type="checkbox"/> No <input type="checkbox"/> | | |

Education & Training – if on your CV please advise “See CV”

| University/Institution | Qualification | Date of Qualification |
|------------------------|---------------|-----------------------|
| | | |

Employment History (please continue a separate sheet if required) – if on your CV please advise “See CV”.

| Date From: | Date To: | Employer's Name and Address: | Job Title and Description | Specialty | Reason for leaving: |
|------------|----------|------------------------------|---------------------------|-----------|---------------------|
| | | | | | |

| | |
|---|--|
| Have you ever been subject to Disciplinary Action, Suspension or Dismissal? If yes please outline: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Fit to Practice: Have you ever been subject to a Restriction or Suspension by your Professional Body? If yes please outline: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| What is your current grade and your salary expectations? | |

Availability

| | | |
|-------------------------|---|--|
| When are you available? | From: | To: |
| Are you interested in: | <input type="checkbox"/> Long Term <input type="checkbox"/> Mornings | <input type="checkbox"/> Short Term <input type="checkbox"/> Afternoons |
| | <input type="checkbox"/> Part time <input type="checkbox"/> Nights | <input type="checkbox"/> Other <input type="checkbox"/> Weekends |

If Part-time please indicate preferred days (tick where appropriate)

| | | | | | |
|------------------------------|-------------------------------|------------------------------|--------------------------------|------------------------------|-----------------------------------|
| Mon <input type="checkbox"/> | Tues <input type="checkbox"/> | Wed <input type="checkbox"/> | Thurs <input type="checkbox"/> | Fri <input type="checkbox"/> | Weekends <input type="checkbox"/> |
|------------------------------|-------------------------------|------------------------------|--------------------------------|------------------------------|-----------------------------------|

| | | |
|---|-------------------------------------|-----------------------------|
| What is your closest main line or tube station: | How far would you travel? hrs/miles | Do you own a car? |
| Do you have any commitments that reduce your flexibility to work? If YES please state: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Bank Details

Please supply evidence that the account is in your name, e.g. bank statement (within last 3 months)

| | | |
|--|---|-------------|
| Name of Bank: | National Insurance Number: | |
| Bank Address: | | |
| | Postcode: | |
| Account holder: | Sort code: | Account No: |
| P45 enclosed? Yes <input type="checkbox"/> No <input type="checkbox"/> | P46 required Yes <input type="checkbox"/> No <input type="checkbox"/> | |

Language skills

| | Fluent | WRITTEN Good | Fair | Fluent | SPOKEN Good | Fair |
|--|--------|-----------------|------|--------|----------------|------|
| Are you competent in understanding and using both written and oral English? Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | | | |
| Do you speak any additional languages? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please advise: | | | | | | |

References

In line with framework requirements TLA are required to obtain references covering a 3-year work history. Please supply the names and work email addresses of professional referees covering this period. One must be from your present or most recent employer, they must be working at a more senior grade/level or your immediate line manager and you must have worked for that person for a period of not less than three months duration.

| | | |
|---|--|--|
| 1. Name: | Position: | Tel: |
| Fax no: | Email address: | Mobile no: |
| Work address: | | Post code: |
| Dates of employment from: | Dates of employment to: | In what capacity and for how long has this person known you? |
| Can we apply for references from the above persons immediately? | Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| Is the referee aware you have provided TLA with their personal/contact information: | Yes <input type="checkbox"/> No <input type="checkbox"/> | |

| | | |
|---|--|--|
| 2. Name: | Position: | Tel: |
| Fax no: | Email address: | Mobile no: |
| Work address: | | Post code: |
| Dates of employment from: | Dates of employment to: | In what capacity and for how long has this person known you? |
| Can we apply for references from the above persons immediately? | Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| Is the referee aware you have provided TLA with their personal/contact information: | Yes <input type="checkbox"/> No <input type="checkbox"/> | |

| | | |
|---|--|--|
| 3. Name: | Position: | Tel: |
| Fax no: | Email address: | Mobile no: |
| Work address: | | Post code: |
| Dates of employment from: | Dates of employment to: | In what capacity and for how long has this person known you? |
| Can we apply for references from the above persons immediately? | Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| Is the referee aware you have provided TLA with their personal/contact information: | Yes <input type="checkbox"/> No <input type="checkbox"/> | |

I confirm that I have provided the above referee details to TLA – The Locum Agency

| | | |
|---------|-------------|-------|
| Signed: | Print name: | Date: |
|---------|-------------|-------|

Please include any further information that you feel is relevant to this application on a separate sheet.

PLEASE ENSURE YOU SIGN AND COMPLETE THE FOLLOWING SECTIONS

Declaration of Health (all questions must be answered and declaration signed and dated)

| | | |
|--|------------------------------|-----------------------------|
| Do you have any medical conditions that could affect your abilities to cover the roles you are being employed for? If YES please advise of details: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Do you suffer or have suffered from Mental or stress related illness? If YES please advise of details: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Do you suffer or have suffered from a Drug or Alcohol related problem? If YES please advise of details: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Do you ordinarily enjoy good health? If NO, please advise of details: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Have you ever left work for health reasons? If YES, please advise of details: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Are you returning to work after having been signed off? If YES, you must provide evidence of a 'fitness to work' certificate from your GP. We cannot place you in assignments if this is not provided as it could pose a health risk and jeopardise insurance. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Have you travelled outside of the UK in the last 21 days? If YES, please advise of location: Workers who have travelled to countries which have been affected by Ebola may undergo additional Occupational Health Risk Assessments. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| I declare that I have answered the above questions fully and honestly. I am not aware of any physical or mental disability which will affect my working capacity. I consent to TLA Group disclosing medical data to clients when required. | | |
| Signed: | Print name: | Date: |

Rehabilitation of Offenders Act (all questions must be answered, and the declarations signed and dated)

Because of the nature of the work for which you are applying, the provisions of Section 4 (2) and further Orders made by the Secretary of State under the provisions of this section of the Rehabilitation of Offenders Act (1974) (exceptions) Order 1975 are not applicable, therefore applicants are required to give information about convictions which for other purposes are "spent" under the provisions of the Act. Any information given will be completely confidential and will be considered only in relation for positions to which the order applies.

| | | |
|--|------------------------------|-----------------------------|
| Have you ever been the subject of a conviction, caution, reprimands and warnings? If "Yes" please give details: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Do you have any criminal proceedings pending? If "Yes" please give details: | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Do you have an Enhanced DBS certificate? If 'yes' please supply a copy of your current DBS certificate. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Date of issue: | | |

It is a condition of proceeding with your application that TLA Group initiate an "Enhanced" DBS Check annually. However, should you hold a DBS which is registered with the Update Service, TLA Group must view the original certificate.

Convictions and any other criminal record information obtained through the DBS checking service will not necessarily be a bar to employment opportunities. All circumstances will be taken into account. However, any inconsistencies when compared with the information given on this application may invalidate your application. A full copy of the DBS check will be forwarded to you directly by the DBS. A summary of results are provided to TLA Group.

I hereby confirm my understanding that a copy of the DBS Check will be retained by TLA Group and on occasions may be shared with framework auditors or clients. Should I have a registered DBS, I understand by signing below I authorise TLA Group to check the Update Service Website. The copy of my DBS is retained in order to produce to third party audit organisations for compliance and audit purposes. TLA Group may utilise data from the DBS Disclosure when sourcing work opportunities, in accordance with the DBS code of practice. All sensitive information will be retained in a secure place, and in full compliance with GDPR May 2018.

| | | |
|----------------|--------------------|--------------|
| Signed: | Print name: | Date: |
|----------------|--------------------|--------------|

Declarations (all questions must be answered and declaration signed and dated)

I declare that the details given by me on this application form are correct to the best of my knowledge and belief. I understand that if I withhold any relevant information or I have given any information which is false or misleading this may lead to my application being rejected, or if already appointed, to my dismissal. I understand that information given on this form will be processed by a computer and used for registration purposes under the Data Protection Act. I also authorise TLA Group to disclose any convictions declared above to any potential employers in accordance with the CRB Code of Practice and the Rehabilitation of Offenders Act. (Please complete where applicable and sign below).

Equal Opportunities Declaration

I confirm that I have read and understand the equal opportunities policy and procedures to follow

Yes ☐ No ☐ Not Applicable ☐

Health & Safety Declaration

I confirm that I have read and understand my health and safety responsibilities.

Yes ☐ No ☐ Not Applicable ☐

Permanent Employment Declaration

I confirm that TLA Permanent & The Supply Agency (both part of TLA Group) may act on my behalf in identifying suitable permanent positions

Yes ☐ No ☐ Not Applicable ☐

Payment deductions for PAYE workers

I confirm that TLA Group (as per their standard terms of engagement) will deduct directly from my weekly pay PAYE, National Insurance contributions and any other sums that may be due.

Yes ☐ No ☐ Not Applicable ☐

| | | |
|----------------|--------------------|--------------|
| Signed: | Print name: | Date: |
|----------------|--------------------|--------------|

Working Time Directive (WTD) The Working Time Directive (WTD) is health and safety legislation intended to protect workers from risks that arise from working excessively long hours or long periods without breaks. You are entitled to work a maximum average working week of no more than 48 hours. However, if you would like to work more than 48 hours on a regular basis you need to contact your recruitment consultant for more details.

| | | |
|----------------|--------------------|--------------|
| Signed: | Print name: | Date: |
|----------------|--------------------|--------------|

Mandatory Training – MUST BE COMPLETED ANNUALLY and in line with Mandatory & Statutory Training ('Skills for Health' aligned CSFT)

| | |
|--|----------|
| Have you recently attended or completed any Practical and/or Online Courses? If yes, please provide certification | YES / NO |
|--|----------|

I understand that all Mandatory training must be completed annually, and the training modules may be subject to change. I confirm that I will complete all Practical and Online training as required. I understand that should I fail to attend or cancel/rebook any training without relative notice I will be charged.

NB: Obtaining Practical Training Certificates will be subject to a charge of £70 per certificate plus £25 administration fee + VAT

| | | | |
|---------|--|-------------|-------|
| Signed: | | Print name: | Date: |
|---------|--|-------------|-------|

Original Document Checklist - Copies of the following documents are required before we can place you in locum work. This is a contractual requirement of the National Framework Agreement for the Supply of Locums to the NHS. Please note in addition to the list below you will be required to complete further compliance requirements and to attend an interview to verify original documents.

| Evidence of: | Evidence Required: | Enclosed YES / NO |
|---|---|-------------------|
| Updated Curriculum Vitae – in a day/month/year format | CV covering all work history from Schooling. Any gaps 3 weeks or more must be explained on CV. | |
| Right to work in UK | Passport/Visa/ BRP/Home Office letter if applicable | |
| Proofs of Address & Proof of NI Number | 2 x Proofs of Address dated within last 3 months & proof of NI number. | |
| Professional Registration | Proof of payment/renewal to professional body | |
| Qualifications / Training Certificates | Originals | |
| Two colour passport sized photographs | For ID badge purposes | |
| Payment for DBS if applicable | Or proof of DBS registered with update service | |
| Medical Vaccinations | Hep B, TB, MMR (Measles, Mumps & Rubella) & Varicella. NB Varicella can be self declared if you have had Chicken Pox. | |

CV'S

| | |
|--|----------|
| TLA will endeavour to secure you suitable positions, we will retain your CV unless you specifically request we remove your information from our database. Please confirm your acceptance to TLA retaining your CV. | YES / NO |
|--|----------|

I understand that any personal data held by TLA Group is liable to be inspected by NHS approved procurement partners as part of audit procedures.

| | | |
|---------|-------------|-------|
| Signed: | Print name: | Date: |
|---------|-------------|-------|

I understand that I will be required to provide TLA-The Locum Agency, as and when requested, Payslips and corresponding bank statements showing net pay figures received from Umbrella Companies. Proof is required to ensure that appropriate PAYE & NI deductions are made in line with HMRC regulations and are part of the Framework external auditor requirements.

| | | |
|---------|-------------|-------|
| Signed: | Print name: | Date: |
|---------|-------------|-------|

Right to Work Checks - I confirm that I agree that TLA Group can carry out any Right to Work Checks as deemed necessary.

| | | |
|---------|-------------|-------|
| Signed: | Print name: | Date: |
|---------|-------------|-------|

Handbook Declaration - I confirm that I have read the TLA Group Candidate Handbook, where I have understood the policies, procedures and guidance given.

| | | |
|---------|-------------|-------|
| Signed: | Print name: | Date: |
|---------|-------------|-------|

Indemnity Insurance - All Qualified Health Professionals are required to hold individual Indemnity Insurance to the value of £3 million (please provide evidence of this)

| | | |
|------------------|--------------|------------|
| Name of Insurer: | Expiry date: | Policy no: |
|------------------|--------------|------------|

If you do not hold Professional Indemnity Insurance, please sign the following statement. I do not currently hold Medical Insurance.

| | | |
|---------|-------------|-------|
| Signed: | Print name: | Date: |
|---------|-------------|-------|

Performance Appraisal

We need to have a record of your arrangements for annual appraisal by an appropriate practitioner. Can you please provide the date of your last appraisal and the date of your next appraisal along with details of your Appraiser.

| | | | |
|--------------------|------------------|-------------------------|--------------------------|
| Name of Appraiser: | Contact Details: | Date of Last Appraisal: | Date of next Appraisal:: |
|--------------------|------------------|-------------------------|--------------------------|

IMPORTANT DECLARATIONS – THIS MUST BE COMPLETED IN FULL

GDPR – General Data Protection Regulations* (from 25th May 2018) - The law is changing. TLA – The Locum Agency holds both 'personal' and 'sensitive' data. To enable us to process and hold your data you **MUST 'opt in'** specifically to confirm how you wish TLA to process your information.

Please read our 'Website Privacy Notice' on www.thelocumagency.co.uk

You must opt-in to receive information from TLA. To 'opt-in' please tick the options by which you wish to receive information.:

Email ☐ Phone ☐ Text ☐ Post ☐

TLA are required to hold 'sensitive data*' by signing the declaration below, you are 'opting in'.

| | | |
|----------------|--------------------|--------------|
| Signed: | Print name: | Date: |
|----------------|--------------------|--------------|

Please note: You can unsubscribe at any time or change your options by emailing: info@tlagroup.co.uk or login to our website at www.thelocumagency.co.uk and visit our landing page.

- Sensitive data includes medical information (proof of immunity to obtain a Fit to Work Certificate) and DBS details (all candidates are required to have an Enhanced DBS).
- Your sensitive data will be shared with our OH Provider to obtain a fit to work certificate, and when requested your Fit to Work Certificate and DBS will be shared with our clients.
- Personal data includes name, address, telephone numbers, email address, date of birth, marital status, proofs of address, financial data.

N.B. Where we are required to collect personal data by law, or under the terms of the contract between you and us, and should you do not provide us with the data when requested, we may not be able to perform the contract (for example - to provide our services to you) and we will be unable to assist you.

By law we are required keep basic information about our candidates (including contract, identity, financial and transaction data) for six years after they cease being candidates for tax purposes.

PHARMACY TECHNICIAN DECLARATION OF COMPETENCY

Please tick relevant boxes.

Work Experience:

HOSPITAL ☐ COMMUNITY ☐ INDUSTRY ☐ CCG ☐ PRISON SERVICE ☐

OTHER.....

Dispensary experience

LABELLING & DISPENSING ☐ COUNSELLING (including OTC) ☐ CHECKING (ACT) ☐

Additional Specialties: CLINICAL TRIALS ☐ CLOZAPINE ☐ HIV ☐ DOSSETTES/NOMAD ☐

PAEDIATRICS ☐ HOMECARE ☐

Do the above answers reflect your dispensary experience in all areas of your work? YES /NO

Stores/Distribution

Procurement ☐ Ward stock top-ups ☐ General stores/distribution work ☐

Wholesaler Dealers Activities ☐

Do the above answers reflect your experience in all areas of your work experience? YES /NO

Education & Training/Management

Internal Verifier (V1) ☐ date last Ived

Assessor (A1) ☐ date last assessed

Management of Service ☐

Management of Staff ☐

Experience of training/tutor/mentor ☐

Do the above answers reflect your experience in all areas of your work experience? YES /NO

Medicines Management

Checking of PODs ☐ Ordering Supplies ☐ Endorsing charts ☐ Medicine Information ☐

Do the above answers reflect your experience in all areas of your work experience? YES /NO

Aseptics Service

Licensed ☐

Unlicensed ☐

Preparation of Products ☐

Manually ☐

Automated ☐

Products prepared: Cytotoxics ☐

Radiopharmaceuticals ☐

TPN ☐

Sterile or non-sterile extemp ☐

Pre-packs ☐

TRIALS ☐

Do the above answers reflect your experience in all areas of your work experience? YES /NO

IT Skills

Pharmacy Systems used:.....

Electronic Discharge:.....

I am a registered Pharmacy Technician and can confirm the declaration made with regards to my experience/skills is accurate. My GPhC number is:

Signed:..... Print name:..... Date:.....

LITERACY TEST - COMPLIANCE

Please select the correct missing word for the following 2 questions:

- 1) The GPhC is the registration body for Pharmacists, Pharmacy Technicians & Pharmacies.
 - a) professional
 - b) proffessional
 - c) professionall
 - d) professional
- 2) medication must be checked prior to being dispensed.
 - a) Patients
 - b) Patience
 - c) Patients'
 - d) Patient's

Please complete the sentence by selecting the most appropriate words:

- 3) "..... people eat very healthy food."
 - a) Very less
 - b) Very least
 - c) Very little
 - d) Very few
- 4) The word below is spelt phonetically. Please write the correct spelling of this word in the answer box provided.

Admishun
Correct spelling.....

- 5) Read the following passage:

A local district nurse is visiting a patient who she has been seeing for the last 3 years. The patient has recently been diagnosed with cancer of the bowel and is awaiting a date for surgery. She has an appointment to see her consultant a week on Tuesday. The patient is 59 years old and has a mild learning disability, she lives with her husband in supportive housing. Her husband has a moderate learning disability. The couple have been married for 20 years and have no children but have the support of a social worker. The couple are relatively mobile, but the wife is obese and has diabetes, however her blood pressure is normal. She has recently been struggling to get out of bed and to get washed and dressed. Her husband has been struggling to cope with his wife's increased health needs and the social worker has been concerned that the couple require some extra help in this new situation. When the nurse visits, she finds the husband very tearful, he refuses to let her into the house. He tells her he is very worried that she will think he can't care for his wife and that he doesn't want her 'taken away from him'.

Choose whether the following statement are true or false:

- | | | |
|---|------|-------|
| a) The wife is having her surgery a week on Tuesday | TRUE | FALSE |
| b) The wife has a moderate learning disability | TRUE | FALSE |
| c) The couple have support from their children | TRUE | FALSE |
| d) The wife does not have high blood pressure | TRUE | FALSE |
| e) The husband is worried he will no longer be allowed to care for his wife | TRUE | FALSE |

CANDIDATES NAME.....

DATE.....

MATHEMATICAL EQUATIONS

Poor arithmetical skills are the most common factors in drug errors. Please convert the following:

1) 1.25g to milligrams =

2) 4500mgs to grams =

3) 0.25mgs to micrograms =

4) A syrup contains penicillin 125mg/5ml. How many milligrams are in:

i) 10 ml =

ii) 25 ml =

5) Warfarin tablets – please advise of the dosages available and calculate how many tablets and their dosages for the following:

i) 7mgs =

ii) 10mgs =

CANDIDATE NAME (block capitals):

SIGNATURE:

DATE:

TERMS OF ENGAGEMENT

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

| | |
|-----------------------------------|---|
| “Actual Rate of Pay” | means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for all time worked during an Assignment for each hour worked, as set out in the relevant Assignment Details Form; |
| “Actual QP Rate of Pay” | means the rate of pay which will be paid to the Agency Worker if and when s/he completes the Qualifying Period, as set out in any variation to the relevant Assignment Details Form; |
| “Agency Worker” | means supplied by the Employment Business to provide services to the Hirer; |
| “Agreed Deductions” | means any deductions the Agency Worker has agreed can be made from their pay; |
| “Assignment” | means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer; |
| “Assignment Details Form” | means written confirmation of the assignment details to be given to the Agency Worker upon acceptance of the Assignment; |
| “AWR” | means the Agency Workers Regulations 2010 |
| “Calendar Week” | means any period of 7 days starting with the same day as the first day of the First Assignment; |
| “Conduct Regulations” | means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 |
| “Confidential Information” | means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information; |
| “Control” | means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly; |
| “Data Protection Laws” | means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data; |
| “Deductions” | means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions; |
| “Emoluments” | means any pay in addition to the Actual QP Rate of Pay; |
| “Employment Business” | The Locum Agency (UK)Limited (registered company no. 5146960 of Whitegates Business Centre, Alexander Lane, Shenfield, Essex, CM15 8QF; |

| | |
|----------------------------------|---|
| “Engagement” | means the engagement (including the Agency Worker’s acceptance of the Hirer’s offer), employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly; |
| “First Assignment” | means: <ul style="list-style-type: none"> (a) the relevant Assignment; or (b) if, prior to the relevant Assignment: <ul style="list-style-type: none"> i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and ii. the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer); |
| “Hirer” | means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or introduced; |
| “Hirer’s Group” | means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006; |
| “Hourly Rate” | means no less than the National Minimum Wage or National Living Wage currently in force being the minimum gross rate of pay (subject to Deductions and any Agreed Deductions) |
| “Period of Extended Hire” | means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee; |
| “Qualifying Period” | means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the Schedule to these Terms; |
| “Relevant Period” | means the later of (a) the period of 8 weeks commencing on the day after the <u>last</u> day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Agency Worker worked for the Hirer having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment; |
| “Temporary Work Agency” | means as defined in the Schedule to these Terms; |
| “Terms” | means these terms of engagement (including the attached schedule) together with any applicable Assignment Details Form; |
| “Transfer Fee” | means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations; |
| “Type of Work” | means and |
| “WTR” | means the Working Time Regulations 1998 |

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

2. THE CONTRACT

- 2.1. These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between the Employment Business and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency Worker.
- 2.2. During an Assignment the Agency Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 (as amended) when introducing or supplying the Agency Worker for Assignments with its Hirers.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 3.1. The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- 3.2. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:
 - 3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and
 - 3.2.2. the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work to the Agency Worker.
- 3.3. At the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with an Assignment Details Form setting out the following:
 - 3.3.1. the identity of the Hirer, and if applicable the nature of their business;
 - 3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
 - 3.3.3. the Type of Work, location and hours during which the Agency Worker would be required to work;
 - 3.3.4. the Hourly Rate that will be paid and any expenses payable by or to the Agency Worker;
 - 3.3.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks; and
 - 3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment.

- 3.4. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:
- 3.4.1. the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker and remains unchanged; or
 - 3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.
- 3.5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.
- 3.6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the First Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.
- 3.8. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

4. AGENCY WORKER'S OBLIGATIONS

- 4.1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:
- 4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
 - 4.1.2. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
 - 4.1.3. take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Hirer;
 - 4.1.4. not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
 - 4.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;
 - 4.1.6. not at any time divulge to any person, nor use for his or her own or any other person's benefit, any Confidential Information relating to the Hirer's or the Employment Business' employees, business affairs, transactions or finances;
 - 4.1.7. on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.

- 4.2. If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Agency Worker undertakes to:
- 4.2.1. inform the Employment Business of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;
 - 4.2.2. provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken, and any other details requested by the Employment Business; and
 - 4.2.3. inform the Employment Business if s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:
 - 4.2.3.1. completed two or more assignments with the Hirer;
 - 4.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - 4.2.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
- 4.3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.
- 4.4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.
- 4.5. The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.
- 4.6. The Agency Worker acknowledges that any breach of his/her obligations set out in these Terms may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

5. TIMESHEETS

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Agency Worker shall deliver to the Employment Business a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Hirer.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
- 5.3. Where the Agency Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business shall make no payment to the Agency Worker for hours not worked.
- 5.4. For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the AWR.

6. PAY AND DEDUCTIONS

- 6.1. For each Assignment the Employment Business shall pay to the Agency Worker the Hourly Rate. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Assignment Details Form.
- 6.2. If the Agency Worker has completed the Qualifying Period on the start of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker the Actual QP Rate of Pay which will be notified on a per Assignment basis and set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 6.3. The Hourly Rate, Actual Pay of Rate or Actual QP Rate of Pay, as applicable, will be paid weekly in arrears, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments.
- 6.4. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 6.5. Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which s/he may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his/her negligence or breach of either the Employment Business's or the Hirer's rules.
- 6.6. If the Employment Business provides any equipment or clothing to the Agency Worker to be used in the course of an Assignment with the Hirer, the Agency Worker must take reasonable care of the equipment or clothing. Furthermore, the Agency Worker must return any equipment or clothing to the Employment Business upon termination of the Terms or within 3 days of a request from the Employment Business. In the event that the Agency Worker does not comply with the obligations set out in this clause, the Employment Business reserves the right to deduct the cost of replacement equipment or clothing from any sums owed to the Agency Worker. The question of whether the Agency Worker has taken reasonable care of the equipment or clothing will be solely assessed by the Employment Business's reasonable judgement.

7. ANNUAL LEAVE

- 7.1. You are entitled to 28 paid annual leave per year in accordance with WTR ("Statutory Holiday"). Your entitlement will change in accordance with an amendment to the Working Time Regulations from time to time during the course of an assignment due to your entitlement under Regulations 5 and 6 of AWR. Any increase in your holiday entitlement due to an entitlement under Regulations 5 and 6 of AWR will cease once the Assignment has ended. If you work part-time (less than 35 hours per week) or you start employment part way through a holiday year, your Statutory Holiday entitlement will accrue on a pro-rata basis.
- 7.2. Holiday pay will be rolled up and will be paid in your weekly salary payments on account of your entitlement to paid leave under the WTR and Regulation 5 or 6 of AWR. The amount paid will be detailed separately on your Umbrella Company payslip. This is a pre-payment in respect of paid Statutory Holiday. For the avoidance of doubt, when you take holidays you will not receive any additional payment in respect of the leave actually taken as payment for such leave has been paid in advance.
- 7.3. The company's leave year is 1 January to 31 December in each year. The WTR were implemented primarily for health and safety reasons to ensure that employees have adequate breaks away from work. You are therefore required to take your full Statutory Holiday entitlement in each leave year. You may not carry over any Statutory Holiday to the next holiday year.
- 7.4. It is agreed that your right to give notice to take accrued Statutory Holiday under Regulation 15(3) of the Working Time Regulations is varied in accordance with Regulation 15(5) of the Working Time Regulations and you may not give notice to take Statutory Holiday within the first 21 days from the start of an Assignment. Thereafter, whilst on Assignment, you must seek authorisation from both the Company and the End User/client by giving no less than seven days' notice of any intention to take accrued Statutory Holiday. You are required to notify the Company, any Umbrella Company/Payroll provider you use and the Client. If you fail to notify the Company that those requests have been approved, the Company will not record that absence as Statutory Holiday but will record the absence as unauthorised absence which will not be paid.
- 7.5. You may apply to take Statutory Holiday in units of no less than ½ a day.
- 7.6. During the first year of your employment, you accrue Statutory Holiday in accordance with Regulation 15A WTR

8. SICKNESS ABSENCE

- 8.1. The Agency Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2. The Agency Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 8.3. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 8.4. In the event that the Agency Worker submits a Statement of Fitness for Work ("**the Statement**") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5. Where clause 8.4 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

9. TERMINATION

- 9.1. Any of the Employment Business, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability.
- 9.2. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).
- 9.3. If the Agency Worker does not inform the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3) this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- 9.4. If the Agency Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.
- 9.5. If the Agency Worker does not report to the Employment Business to notify his/her availability for work for a period of 4 weeks, this contract for services will automatically terminate and the Employment Business will forward his/her P45 to his/her last known address.

10. INTELLECTUAL PROPERTY RIGHTS

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly, the Agency Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

11. CONFIDENTIALITY

- 11.1. In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:
 - 11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;
 - 11.1.2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and

- 11.1.3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

12. DATA PROTECTION

The Agency Worker acknowledges that the Employment Business must process personal data about him/her in order to properly fulfil its obligations under these Terms and as otherwise required by law in relation to his/ her engagement in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes.

13. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

14. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, including by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

15. RIGHTS OF THIRD PARTIES

None of the provisions of these Terms are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

16. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

Signed by the Agency Worker

[print name here]

Date

SCHEDULE: "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous towards the Qualifying Period, where:

- (a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
- (b) the break is:
 - (i) for any reason and not more than six Calendar Weeks;
 - (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
 - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
 - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
 - i. ordinary, compulsory or additional maternity leave;
 - ii. ordinary or additional adoption leave;
 - iii. ordinary or additional paternity leave;
 - iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
 - v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
 - (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
 - (vi) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
 - (vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
 - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
- (c) the Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i., ii, or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the AWR being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- (a) supplying individuals to work temporarily for and under the supervision and direction of hirers; or
- (b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of hirers.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.

OCCUPATIONAL HEALTH MEDICAL QUESTIONNAIRE (NEW STARTER CLINICAL FORM)

CONFIDENTIAL

Due to the nature of the role you have applied for we need to carry out a complete a new starter health questionnaire – even if you have been employed in UK health services before. The health of each candidate is considered individually and a decision regarding fitness for work in the prospective job role will be based on the functional effects of any underlying health condition/disability/impairment as well as health service requirements for fitness and immune status.

Before health clearance is given for employment you may be contacted by Healthier Business UK Ltd and may need to be seen by an occupational health advisor or physician with gained consent. We may recommend adjustments or assistance following an assessment to enable you to carry out your proposed duties safely and effectively. Recommendations to your employer will be directed to essential information regarding your health and the hazards and risks of your employment and with due reference to other relevant statutory requirements and professional practice. Our aim is to promote and maintain the health of all individuals in the workplace: staff, service users and third parties.

| Personal Information | | | |
|----------------------|---------|-------------|---------|
| Title | Surname | First names | DOB |
| | | | |
| Home Tel: | | Work Tel: | Mobile: |
| Home Address: | | GP Address: | |
| | | | |

| Medical History | | |
|--|--------------------------|--------------------------|
| <u>All staff groups complete this section</u> | Yes | No |
| Do you have any illness/impairment/disability (physical or psychological) which may affect your work? | <input type="checkbox"/> | <input type="checkbox"/> |
| Have you ever had any illness/impairment/disability which may have been caused or made worse by your work? | <input type="checkbox"/> | <input type="checkbox"/> |
| Are you having, or waiting for treatment (including medication) or investigations at present? | <input type="checkbox"/> | <input type="checkbox"/> |
| Do you think you may need any adjustments or assistance to help you to do the job? | <input type="checkbox"/> | <input type="checkbox"/> |

| Medical History (continued) | | | |
|---|--------------------------|--------------------------|------|
| Have you suffered from any of the following? | Yes | No | Date |
| methicillin resistant staphylococcus aureus (MRSA) | <input type="checkbox"/> | <input type="checkbox"/> | |
| clostridium difficile (C-Diff) | <input type="checkbox"/> | <input type="checkbox"/> | |

If you have indicated yes to any of the above questions you must provide further details in additional information section, failure to do so will result in the form being returned/rejected.

| Additional Information |
|--|
| (If you have answered yes to any questions above please provide additional information below, including dates, treatment and details of condition) |
| |

| Chicken Pox or Shingles | | |
|---|--------------------------|------|
| Have you ever had chicken pox or shingles | | |
| Yes | No | Date |
| <input type="checkbox"/> | <input type="checkbox"/> | |

| BBV (Blood Borne Virus) | | |
|--|------------------------------|-----------------------------|
| Have you ever come into contact with any BBV's? Including Needle Stick Injuries? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

| Tuberculosis | | |
|--|--------------------------|--------------------------|
| Clinical diagnosis and management of tuberculosis, and measures for its prevention and control (NICE 2016) | Yes | No |
| Have you lived outside the UK or had an extended holiday outside the UK in the last year? | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>If you answered YES to the above, please list all the countries that you have lived in/visited over the last year, including holidays and vacations. This MUST include duration of stay and dates or this form will be rejected.</p> | | |
| Have you had a BCG vaccination in relation to Tuberculosis? | <input type="checkbox"/> | <input type="checkbox"/> |
| If you answered yes, please state when; | Date: | |

| Tuberculosis Continued | | |
|---|--------------------------|--------------------------|
| Do you have any of the following | Yes | No |
| A cough which has lasted for more than 3 weeks | <input type="checkbox"/> | <input type="checkbox"/> |
| Unexplained weight loss | <input type="checkbox"/> | <input type="checkbox"/> |
| Unexplained fever | <input type="checkbox"/> | <input type="checkbox"/> |
| Have you had tuberculosis (TB) or been in recent contact with open TB | <input type="checkbox"/> | <input type="checkbox"/> |

| Additional Information | |
|---|--|
| (If you have answered yes to any questions above please provide additional information below) | |
| | |

| Immunisation History | | | | | | |
|---|---|---|---|--------------------------|--------------------------|------|
| Have you had any of the following immunisations | | | | Yes | No | Date |
| Triple vaccination as a child (Diphtheria / Tetanus / Whooping cough) | | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| Polio | | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| Tetanus | | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| Hepatitis B (If Yes is ticked please give dates below) | | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| Course: | 1 | 2 | 3 | | | |
| Boosters: | 1 | 2 | 3 | | | |

| Proof of Immunity (Please send the following) | |
|---|---|
| Varicella | You must provide a written statement to confirm that you have had chicken pox or shingles however we <u>strongly advise</u> that you provide serology test result showing varicella immunity |
| Tuberculosis | We require an occupational health/GP certificate of a positive scar or a record of a positive skin test result <u>(Do not Self Declare)</u> |
| Rubella, Measles & Mumps | Certificate of <u>"two"</u> MMR vaccinations or proof of a positive antibody for Rubella and Measles |
| Hepatitis B | You must provide a copy of the most recent pathology report showing titre levels of 100lu/l or above |
| Proof of Immunity (Please send the following) EPP Candidates Only | |
| Hepatitis B Surface Antigen | Evidence of Hepatitis B Surface Antigen Test (Inc. 'e' antigen and DNA viral loads if applicable) Report must be an identified validated sample. (IVS) |
| Hepatitis C | Evidence of a Hepatitis C antibody test (Inc. Hepatitis C RNA/PCR if applicable) Reports must be an identified validated sample. (IVS) |
| HIV | Evidence of a HIV I and II antibody test (Inc. DNA viral loads if applicable) Reports must be an identified validated sample. (IVS) |

| Exposure Prone Procedures | | |
|--|------------------------------|-----------------------------|
| Will your role involve Exposure Prone Procedures | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

| The General Data Protection Regulation (GDPR) (EU) 2016/679 |
|---|
| <p>All information supplied by you will be held in confidence by Healthier Business UK Ltd. Records will be retained electronically in accordance with best practice and the requirements of the General Data Protection Regulations at which time it may be subject to audit. Your data may also be cross referenced should you have registered with other clients of Healthier Business UK Ltd. Your personal data may be required to be seen by an occupational health advisor or physician, however it will not be shown, nor their contents shared with anyone - including Managers, Human Resources Advisors, GP, Specialist's or third party's - without your explicit consent. You have the right of erasure (the right to be forgotten), withdrawal of consent and refusal of consent without detriment. The only exceptions to this may be a court order for release of records in a judicial dispute or where there is a public responsibility obligation.</p> |

| Recommendations | |
|--|--------------------------|
| I understand that following this assessment, recommendations may be provided to assist my health at work; | |
| I give consent for the Healthier Business UK Ltd to make recommendations and for my employer/agency to provide these recommendations to my placement | <input type="checkbox"/> |
| I would like to see a written copy of any recommendations Healthier Business UK Ltd may make before my employer/agency provide them to my placement | <input type="checkbox"/> |

| Declaration | | |
|--|-----------|------|
| I will inform my employer if I am planning to or leave the UK for longer than a three-month period to enable a reassessment of my health to be conducted on my return. | | |
| I declare that the answers to the above questions are true and complete to the best of my knowledge and belief. | | |
| Name | Signature | Date |
| | | |

Disclosure & Barring Service Check Application



Title: _____
Forename: _____
Middle Name/s: _____
Surname: _____
Previous Names(forename): _____
Previous Names (surname): _____
Month/Year from _____ Month/Year to _____
DOB: _____
Gender: _____
Town of Birth: _____
Country of Birth: _____
Birth Surname: _____
Nationality at Birth: _____
Current Nationality: _____
Position Applied For: _____
Passport No: _____
NI No: _____

Are you currently subject to any criminal proceedings, convictions or cautions: YES NO

Please provide a recent bank statement & utility bill for proof of address purposes dated within last 3 months.

IMPORTANT: Please provide address history for the past 5 years. (Most recent first. Please use a separate sheet for additional addresses and any further information.

| | |
|------------------|--------------------------------------|
| Current Address: | Dates From: Month: _____ Year: _____ |
| Line1: _____ | Line3: _____ |
| Line2: _____ | Line4: _____ |
| Postcode: _____ | |

| | |
|-------------------|--------------------------------------|
| Previous Address: | Dates From: Month: _____ Year: _____ |
| Line1: _____ | Line3: _____ |
| Line2: _____ | Line4: _____ |
| Postcode: _____ | |

| | |
|-------------------|--------------------------------------|
| Previous Address: | Dates From: Month: _____ Year: _____ |
| Line1: _____ | Line3: _____ |
| Line2: _____ | Line4: _____ |
| Postcode: _____ | |

| | |
|-------------------|--------------------------------------|
| Previous Address: | Dates From: Month: _____ Year: _____ |
| Line1: _____ | Line3: _____ |
| Line2: _____ | Line4: _____ |
| Postcode: _____ | |

*The Care Standards Act 2000 requires that a check be made on you with the Disclosure & Barring Service. The information provided in the subsequent disclosure will be considered prior to you being engaged with **The Locum Agency (TLA)** and may or may not affect your application. Failure to agree to apply for a disclosure to the Disclosure & Barring Service will result in **The Locum Agency (TLA)** being unable to accept your application.*

I confirm that the above information is true and I agree for **The Locum Agency (TLA)** to apply for a DBS Check on my behalf using the above information and permit The Locum Agency to inform a third party the details of my DBS Check in order to secure work on my behalf.

Print Name: _____ Signed: _____ Date: _____

Tel: 0800 321 3212 Fax: 01277 280 635 Email: info@thelocumagency.co.uk



Share the Love

Refer a friend and **earn**

The Locum Agency (TLA) are always recruiting quality candidates!

If you have friends and family who are just like you – we want to help them find work too!

Please complete and send back to: info@tlagroup.co.uk

or fax to:

01277 280635

I would like to recommend:

Contact number:

Email:

I would like to recommend:

Contact number:

Email:

***At TLA we offer a recommendation bonus scheme, anyone you refer to TLA Group, we will pay you £150 once they have worked 150 hours, no catches!**

We will also double the bonus to £300 should you find your own placement and work via TLA

www.tlagroup.co.uk

CALL US FOR FREE ON: 0800 321 3212

***You will receive your bonus for a minimum period of 150 hours completed**