

## Employment Application Form

<u>PERSONAL INFORMATION</u>	
Title: Mr	Mrs
Miss	Ms
Other	
First Name:	Last Name:
Preferred Name:	Gender:
Date of Birth:	Contact Number:
Post code:	Email address:
Address:	

<u>NEXT OF KIN</u>	
First Name:	Contact Number:
Last Name:	Email address:
Relationship:	
Address and post code:	

<u>EMPLOYMENT DETAILS</u>							
Currently working as:	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8
Professional Registration:	RGN	RCN	RMN	RM	RNLD	ODP	Other

<u>CONFIRMATION OF WORK EXPERIENCE</u>						
Please confirm which areas you have worked in the past 12 months:						
Hospital	Community	Prison	Residential	Nursing home	Care in the home	

<b><u>NMC/HCPC Pin number:</u></b>	<b><u>Union Name:</u></b>
<b><u>Union Membership Number:</u></b>	<b><u>Expiry Date of Union Membership:</u></b>

**EDUCATION / QUALIFICATION DETAILS:**

Please provide details of relevant professional qualifications

<b>Qualification/Certification</b>	<b>Place of Study</b>	<b>Grade/Result</b>	<b>Year Completed</b>

**CRIMINAL RECORDS CHECK**

The role(s) you are applying for will require a Disclosure and Barring Service (DBS) enhanced check or Protective Vulnerable Groups (PVG) Scotland check prior to and annually thereafter, for work in Regulated Activity with vulnerable adults and/ children.

**Rehabilitation of Offenders Act and Unspent Criminal Convictions:** The amendments to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended in 2013) Exceptions Order 1975 (2013), (2016 Scotland) provide that certain spent convictions and cautions are 'protected' and are not subject to disclosure to employers and cannot be taken into account. Guidance and criteria on the protective filtering of cautions and convictions can be found by contacting the disclosure service

**DBS Update Service:**

If you are currently subscribed to the DBS Update Service, do you give us permission to check the certificate?

Yes      No

**POSITIVE DISCLOSURES CONFIRMATION:**

If you have answered yes to the section as above, then please complete the following; I understand Krystals Care will require further information to assess my application and suitability for roles with clients. If my application is progressed I hereby give Krystals Care to share the content of my DBS/ PVG/ Access NI certificate with clients/ organisations for the purpose of securing temporary work for me.

I agree

**DECLARING POSITIVE DISCLOSURES / CRIMINAL ACTIVITY:**

Failure to declare information that is later found to be held on your DBS, PVG or Access NI, may require us to exclude you from our register, discontinue your application, or terminate an assignment if an offence is not declared but later comes to light. Any information given will only be considered in relation to your application for regulated activity positions with our clients and will be managed in accordance with the DBS Code of Practise and Disclosure Scotland code of Practise for PVG. If applying to work in England and/or Wales (DBS): Do you have any convictions, cautions, reprimands or final warnings that are not “protected” as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended in 2013)

Yes      No

**APPRAISAL DETAILS**

Please provide details of your most recent appraisal:

<b>Date of Appraisal:</b>		<b>Name of Appraiser:</b>	
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**EMPLOYMENT HISTORY**

<b>Employer Name 1 (Current / Most recent Employer)</b>			
<b>Start Date</b>		<b>End Date</b>	
<b>Job Title</b>			
<b>Role/ Responsibilities</b>			
<b>Reason for Leaving</b>			

<b>Employer Name 2</b>			
<b>Start Date</b>		<b>End Date</b>	
<b>Job Title</b>			
<b>Role/ Responsibilities</b>			
<b>Reason for Leaving</b>			

<b>Employer Name 3</b>			
<b>Start Date</b>		<b>End Date</b>	
<b>Job Title</b>			
<b>Role/ Responsibilities</b>			
<b>Reason for Leaving</b>			

<b>Employer Name 4</b>			
<b>Start Date</b>		<b>End Date</b>	
<b>Job Title</b>			
<b>Role/ Responsibilities</b>			
<b>Reason for Leaving</b>			

**REFERENCES:** Provide details of your current / most recent employers to contact for a professional reference

Reference 1		Reference 2	
Full Name:		Full Name:	
Organisation Name:		Organisation Name:	
Referee's position:		Referee's position:	
Email address		Email address	
Phone Number		Phone Number	
Address:		Address:	
Post Code:		Post Code:	

**INVESTIGATIONS, TERMINATIONS & FITNESS TO PRACTICE:**

If you are applying for a post that requires professional registration you are required to provide the following information:

Have you ever been suspended or terminated from a Health or Social Care role?

Yes      No

Are you currently the subject of a fitness to practise investigation or proceedings by a licensing, regulatory body or other organisation in the UK or in any other country?

Yes      No

Have you been removed from the register or have any conditions been made on your registration by a fitness to practice committee or the licensing or regulatory body in the UK, or in any other country?

Yes      No

If you have answered yes to any of the above questions, then please provide further details:

**WORKING TIME REGULATIONS 1998:**

The European Union has laid down guidelines for all workers, governing the length of the maximum working week that is safe to work. The current limit is 48 hours per week. You are under no obligation to accept any work offered, and you will not be compelled to work more than 48 hours per week, however you may choose to do so. A full explanation of the Working Times Regulations 1998 can be found in your Staff Handbook.

Please select as appropriate:

**I do NOT wish to work more than 48 hours per week. Due to the nature of temporary work I understand that Krystals Care cannot monitor work patterns outside of Krystals Care's control and therefore it is my responsibility to monitor this.**

**I DO wish to work more than 48 hours per week.**

**DATA PROTECTION:**

Legal Compliance: I understand that Krystals Care retains the right to hold this application and any other data, including data that is considered 'personal' and/ 'special' that is required to process for the purpose of complying with their legal obligations of my recruitment and supply to suitable assignments with contracted clients, and to retain these details for as long as reasonably necessary in accordance with the General Data Protection Regulation (GDPR)(Regulation (EU) 2016/679) and our contractual obligations.

I consent to Krystals Care processing data outside of the European Economic Area (EEA) in their secure processing centres in India and South Africa.

Yes            No

**Please Note: If consent is not given for processing your data outside the EEA, we will be unable to progress your application and will destroy all records held**

**MARKETING CONTACT PERMISSIONS:**

As part of our service, we would also like to offer you relevant professional information, including: • Useful news and features about your profession • Events, competitions and promotions we are running • Surveys and opportunities for you to offer your views and insights • Ongoing career opportunities during breaks of 12 months or more from temporary work assignments with us.

We may use your email, postal address, mobile number and/or job title information to send you the most relevant career opportunities. Please let us know how you prefer to be contacted for marketing purposes. please select as applicable:

Email

Telephone

SMS/Instant Messaging

**WORKING HOLIDAY ENTITLEMENT CLAUSE:**

Whilst working for the agency, the temporary worker will accumulate Holiday Pay calculated as a percentage of the hourly rate of pay. We co-ordinate leave from April to April. All requests must be made within the correct time period. Should you submit request later than 31st March you will no longer be entitled to holiday pay for the previous year. If applying for holidays, the temporary worker must give a minimum of 1 weeks notice to the Registered Manager or Sales Manager at the agency. I have read, understand and will comply with the Working Holiday Entitlement Clause. For the purposes of your employment with us, the holiday year will be the 12 month period commencing on the 6th April (and, if applicable, each subsequent 12 month period). All entitlement to leave must be taken during the course of the holiday year in which it accrues and none may be carried over into the next holiday year. The agency is not required by law to make any payment in lieu of unused holiday at the end of the holiday year. When making your holiday plans please observe the following: You should not normally plan to take more than two weeks at any one time although a longer period may be granted in special circumstances. Notice must be given of either 1 week or equivalent to the total length of the holiday, whichever is the greater.

I Agree



**Krystals service Ltd**  
**Trading as Krystals Care**  
17 Samuel Road  
Liberty Park Upper Stoke  
Coventry CV2 3QJ  
West Midlands

Tel: 02477924134

Email: [info@krystalscare.com](mailto:info@krystalscare.com)  
Website: [www.krystalscare.com](http://www.krystalscare.com)

## BANK DETAILS

All wage payments must be paid into a Bank Account by the BACS method, which requires an 8 digit Account Number and a 6 digit Sort Code. For some Building Societies you may need a Reference Number. Your Payslip will be sent via email.

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First name: ..... Last name: .....

Home Address: .....

Email:..... NI Number: .....

Passport Number:..... Bank/Building Society Name: .....

Branch Address: .....

Sort Code: ...../...../...../...../...../.....

Account Number:...../...../...../...../...../...../.....

Building Society Reference Number (If applicable): .....

Account Name: ..... (e.g. Mr A Jones - not current account)

Signed: ..... Print Name: .....

Date: .....

- ***Your wages will not be paid in to your account if any part of this form is unreadable, incorrect or incomplete.***

Office use only: Qualify for Auto-Enrolment YES/NO



**DECLARATIONS:** By applying to Krystals Care, I confirm that:

**1. Security Checks** In line with the nature of the work I will be undertaking, I understand that there will be necessary security checks carried out, including but not limited to electronic identity checks; and I consent to this.

**2. For NMC/HCPC Registered Applicants: Regulated Professional Standards of Practise** A) I agree to adhere to my Regulated Professional Standards/Code of Practise, including associated Medication Administration Standards at all times whilst on placement through Krystals Care B) I agree to immediately inform Krystals Care if I am under investigation or have conditions or changes to my registration sanctioned by my professional regulatory body

**3. Investigations, suspensions, terminations and criminal activity** I agree to immediately inform Krystals Care if I am under investigation, suspended or terminated from a place of work a. I agree to immediately inform Krystals Care if I am under investigation by the police, safeguarding authorities or other third party organisation/s, or have convictions or cautions added to my DBS

**4. Staff Handbook** I have received and read a copy of the Staff Handbook. I understand all the policies and procedures and will abide by the code of conduct at all times.

**5. Client Policies and Induction** I will follow client policies and procedures and ensure I receive an induction at the placement site.

**6. Compliance Updates** I understand that during the course of my engagement with Krystals Care, my compliance and documentation may require updating from time to time. I agree to comply with these requirements as necessary and within the timelines given to prevent delays on work being offered

**7. Fitness to work** A) I will ensure that I am healthy and fit to work shifts offered to me B) I understand that my FTW status may be shared with clients for the purpose of securing temporary work assignments for me. C) If my health changes from the information provided in my initial or annual Health Questionnaires, I will immediately inform Krystals Care.

**8. Audit Consent** In line with the nature of the work I will be undertaking, I understand that the documentation I have provided in adherence with compliance procedures, may be audited in relation to the provision of the services at any time and I consent to this.

**9. Contract** I have read, understood and accept the 'Terms of Engagement for Temporary Workers' contract (This is provided as a separate document for you to keep for your records).

**10. AWR** I have received the agency's AWR policy. I have read and understood the terms.

**11. Terms And Conditions** By signing below, I hereby confirm that the information given in this application and any supporting documents is true and correct. I agree to all declarations listed in this application. I consent to my personal data and employment/educational history being forwarded to clients for the purpose of securing temporary work. I understand that should the information I have given be untrue, I accept full responsibility for any consequences this may bring. I consent to references being passed onto potential employers. If, during the course of a temporary assignment, the client wishes to employ me direct, I acknowledge that the agency will be entitled either to charge the client an introduction/transfer fee, or agree to an extension of the hiring period with the client (after which I may be employed by the Client without further charge being applicable to the Client). We may check the information collected, with third parties or with other information held by us. We may also use or pass to certain information held to third parties to prevent or detect crime, to protect public funds, or in other way permitted or required by law.

**12. Equal Opportunities** We are committed to a policy of equal opportunities for all work seekers and shall adhere to such a policy at all times and will review on an on-going basis on all aspects of recruitment to avoid unlawful or undesirable discrimination. We will treat everyone equally irrespective of age, transgender, race including colour, nationality, ethnic or national origin, religion, belief or lack of religion or belief, sex or marital or civil partnership status, or membership or non-membership of a Trade Union and we place an obligation upon all staff to respect and act in accordance with the policy. The agency shall not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers. The agency will ensure that each candidate is assessed only in accordance with the candidate's merits, qualification and ability to perform the relevant duties required by the particular vacancy.

## Terms of Engagement for Temporary Workers

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

<b>“Actual Rate of Pay”</b>	means, unless and until the Temporary Worker has completed the Qualifying Period, the rate of pay which will be paid for each hour worked (to the nearest quarter hour) weekly in arrears, subject to the Deductions and any Agreed Deductions, as informed by your consultant telephonically or provided by email/electronic means or as shown on any of the websites of the Employment Business;
<b>“Actual QP Rate of Pay”</b>	means the rate of pay which might become payable to the Temporary Worker if and when he/she completes the Qualifying Period. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to Deductions and any Agreed Deductions;
<b>“Agency Workers Regulations”</b>	means the Agency Workers Regulations 2010;
<b>“Agreed Deductions”</b>	means any deductions the Temporary Worker has agreed can be made from their pay;
<b>“Assignment”</b>	means assignment services to be performed by the Temporary Worker for the Hirer for a period of time during which the Temporary Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
<b>“AWR”</b>	means the Agency Workers Regulations 2010
<b>“Calendar Week”</b>	means any period of 7 days starting with the same day as the first day of the First Assignment;
<b>“Conduct Regulations”</b>	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
<b>“Confidential Information”</b>	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 Temporary 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;
<b>“Control”</b>	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;

<b>"Data Protection Laws"</b>	means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
<b>"Deductions"</b>	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;
<b>"Emoluments"</b>	means any pay in addition to the Actual QP Rate of Pay;
<b>"Employment Business"</b>	Krystals Care 17 Samuel Road Liberty Park Upper Stoke, Coventry CV2 3QJ West Midlands
<b>"Engagement"</b>	means the engagement (including the Temporary Worker's acceptance of the Hirer's offer), employment or use of the Temporary Worker by the Hirer or any third party to whom the Temporary 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 Temporary 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;
<b>"First Assignment"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) the relevant Assignment; or</li> <li>(b) if, prior to the relevant Assignment: <ul style="list-style-type: none"> <li>i. the Temporary Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Temporary Worker works in the relevant Assignment; and</li> <li>ii. the relevant Qualifying Period commenced in any such assignment,</li> </ul> </li> </ul> <p>that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Temporary 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);</p>
<b>"Hirer"</b>	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 Temporary Worker is supplied or introduced;
<b>"Hirer's Group"</b>	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;

**“Period of Extended Hire”** means any additional period that the Hirer wishes the Temporary 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 Temporary 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 last day on which the Temporary Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Temporary 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);

**“Transfer Fee”** means the fee payable by the Hirer to the Employment Business in accordance with clause 3.5, as permitted by Regulation 10 of the Conduct Regulations;

**“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.

**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 Temporary Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Temporary 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 Temporary 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 Temporary 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 Temporary Worker returns to work;
  - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Temporary 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 Temporary 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 Temporary Worker returns to work in the same role with the Hirer,
- any weeks during which the Temporary 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 Temporary Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Temporary Worker has worked, where the Temporary 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 Temporary 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.

## 2. THE CONTRACT

- 2.1. These Terms constitute the entire agreement between the Employment Business and the Temporary Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments. These Terms shall prevail over any other terms put forward by the Temporary Worker.
- 2.2. During an Assignment the Temporary Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Temporary Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Temporary Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker, or the Temporary Worker and the Hirer. The Temporary 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 Temporary 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 Temporary Worker and set out in writing.
- 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 Temporary Worker for Assignments with its Hirers.

### 3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 3.1. The Employment Business (which may vary from Assignment to Assignment) will endeavour to obtain suitable Assignments for the Temporary Worker to work in fields specified by the Temporary Worker on his/her application forms (updated as necessary). There is no charge for this work-finding service, although the Employment Business may from time to time provide services for which a charge is made. Details of these are available on request. The Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- 3.2. The Temporary 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 Temporary Worker should it fail to offer Assignments to the Temporary Worker.
- 3.3. At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall provide the Temporary Worker with the following information:
- 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 Temporary Worker would be required to work;
  - 3.3.4. the Actual Rate of Pay that will be paid and any expenses payable by or to the Temporary 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. For the purpose of calculating the average number of weekly hours worked by the Temporary 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 Temporary Worker commences the first Assignment.
- 3.5. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Temporary Worker directly or through another employment business, the Temporary 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 Temporary 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 Temporary Worker to a third party (other than another employment business) who subsequently Engages the Temporary Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.
- 3.6. If the Temporary 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

Temporary 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 writing once determined (as appropriate).

- 3.7. The Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business.
- 3.8. The Temporary Worker shall not under any circumstances introduce any other person to supply services in place of the Temporary Worker.
- 3.9. If the Temporary Worker considers that he/she has not or may not have received equal treatment under the Agency Workers Regulations, the Temporary Worker may raise this in writing with the Employment Business setting out as fully as possible the basis of his/her concerns. This should be emailed to [info@krystalscare.com](mailto:info@krystalscare.com).

#### **4. TEMPORARY WORKER'S OBLIGATIONS**

- 4.1. The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if the Temporary Worker does accept an Assignment, during every Assignment and afterwards where appropriate, he/she will:
  - 4.1.1. co-operate with the Hirer and/or the Hirer's staff, accept reasonable instructions and accept the direction, supervision and control of the Hirer or of any responsible person in the Hirer's home or 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 Temporary Worker might reasonably be expected to ascertain;
  - 4.1.3. take all reasonable steps to safeguard his/her own health and safety and that of any other person who may be present or be affected by his/her actions on the Assignment and comply with the Health and Safety policies and procedures of the Hirer and the Employment Business;
  - 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. act in a professional and courteous manner;
  - 4.1.8. be responsible for the provision of a uniform and any necessary equipment;
  - 4.1.9. co-operate with the Employment Business' staff and accept their direction, supervision and control.
- 4.2. If the Temporary 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 Temporary Worker undertakes to:

- 4.2.1. inform the Employment Business in writing to [info@krystalscare.com](mailto:info@krystalscare.com) of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Temporary Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Temporary 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 he/she 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 he/she 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 Krystals Care
- 4.3. If the Temporary Worker is unable for any reason to attend work during the course of an Assignment he/she should inform the Employment Business within 2 hours 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 Temporary 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 Temporary Worker becomes aware of any reason why he/she may not be suitable for an Assignment, he/she shall notify the Employment Business without delay.
- 4.5. The Temporary Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Temporary 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 one week or less or is completed before the end of a week) the Temporary 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. Failure to submit a timesheet for hours worked may delay payment for those hours.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
- 5.3. Where the Temporary 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 Temporary 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 Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

- 5.4. A number of Hirers use on line time recording and authorization systems. Such Hirers pass the timesheet information directly to the Employment business for processing. In these cases, the Temporary Worker is not required to submit separate timesheets to the Employment Business.
- 5.5. For the avoidance of doubt and for the purposes of the WTR, the Temporary Worker's working time shall only consist of those periods during which he/she 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 Temporary Worker's working time for these purposes.

## **6. PAY AND DEDUCTIONS**

- 6.1. For each Assignment the Employment Business shall pay to the Temporary Worker the Hourly Rate.
- 6.2. If the Temporary 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 Temporary Worker the greater of:
- (i) the Actual Rate of Pay, or,
  - (ii) the Actual Rate of Pay plus the amount by which the QP Rate of Pay (if any) exceeds the Actual rate of Pay, to which shall also be added the Emoluments (if any) which shall be notified on a per Assignment basis and as set out in writing once determined to the Temporary Worker.
- 6.3. 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 Temporary Worker is not entitled to receive payment from the Employment Business or Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 6.4. Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Temporary Worker's pay any sums which he may owe the Employment Business including, without limitation, any overpayments or loans made to the Temporary Worker by the Employment Business or any losses suffered by the Employment Business as a result of his negligence or breach of either the Employment Business's or the Hirer's rules.

## **7. ANNUAL LEAVE**

- 7.1. For the purposes of calculating entitlement to paid Annual Leave pursuant to WTR, the leave year commences on 1 April annually.
- 7.2. The Temporary Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks.
- 7.3. Entitlement to payment for annual leave under clause 7.1 accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the Leave Year and is calculated according to the previous 12 weeks worked. Four weeks' notice of a requirement for statutory leave must be provided by the Temporary Worker.
- 7.4. Under the AWR, on completion of the Qualifying Period the Temporary Worker may be entitled to paid and/or unpaid annual leave in addition to the Temporary Worker's entitlement to paid annual leave under the WTR and in accordance with clauses 7.2 and 7.3. If this is the case, any such entitlement(s), the date

from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in writing.

- 7.5. All annual leave must be taken during the course of the Leave Year in which it accrues and none may be carried forward to the next year. The Temporary Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.6. In the course of an Assignment during the first leave year subject to Clause 7.3 the Temporary Worker is entitled to request leave at the rate of one-twelfth of his/her total holiday entitlement in each month of his/her leave year. Where the Temporary Worker wishes to take any leave to which he/she is entitled, he/she should notify the Employment Business in writing of the dates on his/her intended absence. The Employment Business requires four weeks written notice of intention to take holiday. This is to be sent to the Payroll Department.
- 7.7. Subject to clause 7.4, the amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Temporary Worker has worked on Assignment.
- 7.8. Where a bank holiday or other public holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the Temporary Worker having accrued entitlement to payment for leave in accordance with clause 7.3 or clause 7.4 (if applicable), the Temporary Worker may, upon giving the notice in clause 7.6, take a bank holiday or other public holiday as part of his paid annual leave entitlement.
- 7.9. Where these Terms are terminated by either party, the Temporary Worker shall repay to the Employment Business an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and the Temporary Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any final payment owed to the Temporary Worker.

## **8. SICKNESS ABSENCE**

- 8.1. The Temporary Worker may be eligible for Statutory Sick Pay provided that he/she meets the relevant statutory criteria.
- 8.2. The Temporary 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 Temporary Worker submits a Statement of Fitness for Work ("**the Statement**") or similar medical evidence, which indicates that the Temporary Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Temporary 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 Temporary 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 Temporary Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Temporary Worker agreeing to a variation of the Terms to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

## **9. COMMENCEMENT AND TERMINATION**

- 9.1. Before commencing any Assignment the Temporary Worker must provide the Employment Business with confirmation that they do not have any unspent convictions, cautions, reprimands or warnings in relation to any criminal offence. In the event that the Temporary Worker is charged with, cautioned, warned or reprimanded in relation to any criminal offence he must inform the Employment Business immediately and provide regular reports about the progress of proceedings.
- 9.2. The Temporary Worker will cooperate fully with the Employment Business in relation to any criminal record checks which the Employment Business is required to carry out and with the frequency of such checks.
- 9.3. Before commencing any Assignment the Temporary Worker must inform the Employment Business about any complaint made against him/her that is relevant to their professional competence, standing or conduct. In the event that the Temporary Worker becomes the subject of a complaint he/she must inform the Employment Business immediately and provide regular reports about the progress of proceedings.
- 9.4. The Employment Business will inform the Temporary Worker about any complaint made against him that is relevant to his professional competence or conduct.
- 9.5. Where the Temporary Worker wishes to raise any complaint about any matter, he/she should do so in accordance with the Employment Business' complaints procedure.
- 9.6. Unless otherwise agreed any of the Employment Business, the Temporary Worker or the Hirer may terminate the Temporary Worker's Assignment at any time without prior notice or liability.
- 9.7. The Temporary 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 Temporary Worker (save for payment for hours worked by the Temporary Worker up to the date of termination of the Assignment).
- 9.8. If the Temporary 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 Temporary Worker in accordance with clause 9.16, unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- 9.9. If the Temporary Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.6, 9.7 or 9.8 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Temporary Worker was assigned is no longer available.

## **10. SPECIAL PROVISIONS**

- 10.1. The Temporary Worker must provide the Employment Business with all requested proof of qualifications, references, recent photographs (for identification purposes), access to health records and medical registrations as may be requested in order for the Employment Business to satisfy itself that the Temporary Worker is fit to be supplied to the Hirer. The Temporary Worker accepts that the Employment Business is or may be required to handle/process this (and other personal information as reasonably requested from time to time) and may need to share such information with its agents or third parties as part of performing its duties. The Temporary Worker recognises such obligations on the Employment

Business and hereby consents to the handling, processing and divulging (whether in the UK, the European Union or elsewhere) of such information as may be necessary for the Employment Business (or its agents) to perform its duties.

- 10.2. The Temporary Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Temporary Worker to the Hirer (now or in the future), and the Hirer:
  - 10.1.1 processing his personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and
  - 10.1.2 exporting and/or processing his personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these Terms.
- 10.3. In the situation where the Temporary Worker is a qualified professional, the professional should ensure that their professional registration remains active at all times and that they comply with their professional body's Code of Conduct during every Assignment. In all cases Temporary Workers with professional qualifications and who rely thereon for work must ensure full and current compliance with the appropriate professional requirements.
- 10.4. The Temporary Worker is required to effect professional indemnity cover whilst on Assignment.
- 10.5. The Temporary Worker should advise the Employment Business immediately if offered any employment or engagement by the Hirer or any third party to whom he/she is introduced by the Hirer and is also requested to provide details to the Employment Business of any remuneration offered.
- 10.6. The Temporary Worker is required to advise the Employment Business of any medical condition or any change in state of health that could impact upon ability to carry out Assignments or his eligibility for Assignments.
- 10.7. The Temporary Worker must follow and co-operate fully with the formal induction procedure of the Employment Business and undertake any training specified by the Employment Business or the Hirers.
- 10.8. Throughout each Assignment, the Temporary Worker must comply with the Employment Business' policies and/or procedures:
  - 10.8.1.on standards of conduct and all organisational matters as set out in the Employment Business' handbook;
  - 10.8.2.on the safe handling of client money and property. In addition, the Temporary Worker hereby agrees not to be involved in assisting in the making of or benefiting from the Will or Codicil of any patient whom the Temporary Worker is supplied by the Employment Business to assist, nor will the Temporary Worker become involved in any other legal documentation concerning the Hirer's affairs;
  - 10.8.3.in relation to the entry and departure from the Hirer's home;
  - 10.8.4.which apply in the event of a non-response from the Hirer at the premises where the Assignment is to be performed or in the event of any accident or other emergency at the premises;
  - 10.8.5.regarding the detailed records which the Temporary Worker is required to maintain during an Assignment which shall be advised to the Temporary Worker; and
  - 10.8.6.which concern the administration of or assistance with medication (including all record keeping requirements) and which will also identify the limits to assistance and the tasks which may not be undertaken without specialist training.
- 10.9. At all times during an Assignment, the Temporary Worker shall wear an identification badge, which shall provide details of his name, which identifies the Employment Agency and which features a contemporary

photograph of the Temporary Worker.

- 10.10. Where the Assignment takes place in the Hirer's home, the Temporary Worker shall ensure that any equipment used is in a safe condition. The Temporary Worker shall ensure that any necessary inspections of such equipment have taken place on time and, where necessary, the Temporary Worker shall notify any organisation supplying the said equipment that an inspection is required.
- 10.11. The Temporary Worker recognises the Employment Business' obligations under The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the Regulations) and hereby agrees to disclosures of personal information about the Temporary Worker as required in order for the Employment Business to comply with the Regulations.
- 10.12. Krystals Care able to offer Assignments once the Temporary Worker has been cleared for work meaning that on occasion we can provide more than one type of assignment. Pay rates vary between the clients and therefore the Temporary Worker should check the rate of pay due at the point of booking. Pay rates can be checked with the booking consultant.

## **11. TRAINING**

- 11.1. The Employment Business will endeavour to assist the Temporary Worker to obtain training where required. Training is offered by various independent third party suppliers at venues throughout the UK and via online courses. Prices are determined by each individual supplier and the Employment Business obtains no financial benefit from recommending the Temporary Worker to any of these third-party suppliers. The Temporary Worker is under no obligation to update their training through any of the providers that Krystals Care is affiliated with and may provide evidence of training undertaken at their place of work or other training establishment. The Employment Business accepts training certificates from any third-party service provider provided that the certificate meets the relevant compliance requirements.
- 11.2. The Employment Business also offers in-house training to candidates for manual handling and basic life support. The Temporary Worker is under no obligation to use the in-house training and the Employment Business will gladly recommend the Temporary Worker to a relevant supplier. The Temporary Worker has the right to cancel or withdraw from the in-house training at any time as long as the Temporary Worker provides the Employment Business with seven days' notice of the cancellation.

## **12. UNIFORMS & LANYARDS FOR OUR BRANDS**

The Employment Business will endeavour to assist the Temporary Worker to obtain the appropriate uniforms as required. Uniforms can be obtained from Matrix Uniforms or other nominated supplier from time to time. Prices are determined by the nominated supplier and payment should be made directly to the supplier. All returns and faults are between the Temporary Worker and the supplier and the Employment Business obtains no financial benefit from recommending the Temporary Worker to any of these approved suppliers.

## **13. DISCLOSURE & BARRING SERVICE**

The Employment Business is obliged to carry out ongoing disclosure checks on all Temporary Workers to ensure the protection of service users. The Employment Business will accept disclosure certificates that have been undertaken by other Registered Bodies. These certificates are accepted on the proviso that the Temporary Worker has registered with the DBS Update Service.

## **14. INTELLECTUAL PROPERTY RIGHTS**

The Temporary Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him for the Hirer during the Assignment shall belong to the Hirer. Accordingly, the

Temporary 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.

## **15. CONFIDENTIALITY**

- 15.1. 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 Temporary Worker agrees as follows:
- 15.1.1. 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;
  - 15.1.2. 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 during the course of the Assignment; and
  - 15.1.3. 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.

## **16. DATA PROTECTION**

- 16.1. The Temporary Worker warrants that in relation to these Terms, he shall comply strictly with all provisions applicable to him 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.
- 16.2. The Temporary Worker consents to the Employment Business, any other intermediary involved in supplying the services of the Temporary Worker to the Hirer (now or in the future), and the Hirer:
- 16.2.1. processing his personal data for purposes connected with the performance of the Assignment and pursuant to these Terms; and
  - 16.2.2. exporting and/or processing his personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of these Terms.

## **17. 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.

## **18. 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.

## **19. 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.

**20. GOVERNING LAW AND JURISDICTION**

These Terms are governed by the law of England & Wales where the service is delivered in and are subject to the exclusive jurisdiction of the Courts of England & Wales. Where the service is delivered in Scotland or Northern Ireland, the Terms are governed by the law of Scotland or Northern Ireland and are subject to the exclusive jurisdiction of the Courts of Scotland and Northern Ireland.

These Terms of Engagement are acknowledged and accepted.

I also confirm I have read and understood the Krystals Care OPT-OUT OF 48 HOUR WORKING WEEK AGREEMENT and I hereby consent that the working week limit shall not apply to my Assignments in accordance with paragraph 3 of the agreement. I understand that under paragraph 4, WITHDRAWAL OF CONSENT, I can end this agreement by giving the Employment Business 14 days' notice in writing.

I hereby give permission for Krystals Care to allow access, as a minimum, to my personnel files as part of any official audit, or client compliance purposes, carried out by, but not limited to, HTE, CPP and CCS and/or any person authorised by the NHS Authority. These personnel files will be viewed in accordance with the requirements of the Data Protection Act 1998.

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***Signed by the Temporary Worker***

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[print name here]

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Date