

BIOLUMINUEX

# NHS STAFF HANDBOOK



0333 888 0278  
[www.bioluminuex.com](http://www.bioluminuex.com)

# CONTENTS

## PART 1

- INTRODUCTION
- SERVICES

## PART 2

- POLICIES
- CONDUCT

## PART 3

- COMPLIANCE
- MANDATORY TRAINING

## PART 4

- QUALIFICATIONS & PROFESSIONAL BODIES

## PART 5

- ASSIGNMENT

## PART 6

- PAYROLL

## PART 7

- CONTACT US

## PART 1: INTRODUCTION

At Bio Luminuex healthcare we are one big family and that includes our candidates. We created this staff handbook to ensure that you have a smooth welcome into our Family. It details all the support and guidance you will get from us during your tenure as our agency worker.

Our goal is to provide you with all the best options to enable you plan around a busy, modern lifestyle. Whether you are looking for flexible or long-term work you can count on us to deliver.

## **Our Pledge to you**

1. Expert Knowledge – you will be working with some of the best consultants in the medical recruitment sector with years of experience in candidate fulfilment.
2. Outstanding Service - Bespoke customer service is our calling card
3. Flexible Working - we will offer you assignments that match your availability. You choose what suits.
4. Opportunities – we offer you vacancies within the public and private sector
5. Pay - Our Payroll team facilitate an efficient and timely process. We will provide you with the resources to enable this.

## **Part 1: SERVICES**

### **Easy to Use Online Registration Features**

We provide you with an integrated website facility to submit your registration particulars. You can upload documents like your application form and cv that are received by our recruitment team. Go to [www.bioluminuex.com](http://www.bioluminuex.com).

We also provide with editable registration documents that you can complete on your phone or desktop.

## **Referrals**

The agency operates a referral scheme with £150 paid to staff who refer the below skillsets

- Registered Nurses
- Registered Mental Health Nurses
- Intensive care Nurses
- Theatre Nurses
- Scrub Nurses
- Registered Nurses
- District Nurses
- Locums
- AHPS

The fee is paid after your nominated referral works 5 shifts or remains with the agency for 3 months whichever comes first.

### **In -House training**

Bio Luminuex conducts Adult and Paediatric Basic Life Support and Manual Handling training in-house. Our team of qualified trainers are available in London and Plymouth to help you gain your training certificates quickly and without hassle. If you would like to find out more about our in-house training slots, speak to our compliance Team today. You can also purchase a training course within our online shop.

### **In-house Phlebotomy**

We have an onsite clinician available on scheduled appointments to take blood samples for serology checks. This helps to accelerate the onboarding process as all candidates will need their occupational health clearance before placement.

## **PART 2: POLICIES**

As part of our commitment to you we have designed policies which you will need to read, acknowledge and understand before you go out on assignment

You can view our Policies and Terms of Engagement on the links below

[Bioluminuex Policies](#)

[Terms of Engagement](#)

## **CONDUCT**

All our candidates are expected to behave in a professional manner and provide excellent standards of care. All registered professionals must adhere to and be familiar with the relevant standards, as detailed below:

[Nursing & Midwifery Council](#)

[Health and Care Professions Council](#)

[General Medical Council](#)

The code of conduct published by Skills for Health and The Department of Health states:

As a Healthcare Support Worker or Adult Social Care Worker in England, you must:

1. Be accountable by making sure you can answer for your actions or omissions

2. Promote and uphold the privacy, dignity, rights, health and wellbeing of people who always use health and care services and their carers
3. Work in collaboration with your colleagues to ensure the delivery of high quality, safe and compassionate healthcare, care and support
4. Communicate in an open and effective way to promote the health, safety and wellbeing of people who use health and care services and their carers
5. Respect a person's right to confidentiality
6. Strive to improve the quality of healthcare, care and support through continuing professional development
7. Uphold and promote equality, diversity and inclusion

We strongly advise that you read through the entire Skills for Health Code of Conduct and contact our Clinical Advisory Team if you have any queries regarding this.

## **UNIFORMS AND ID BADGES**

We operate a strict uniform policy to maintain professionalism and instil confidence in both our clients and the general public. All new starters are provided with a uniform prior to the start of their first shift. Additional uniforms and Bio Luminuex branded clothing can be ordered by speaking to a member of our compliance team

You are expected to wear the Bio Luminuex badge given to you on all shifts via this agency. The badge must be in-date. If you lose or damage your badge, please contact us immediately for a replacement, as you may be refused entry on to the premises of your shift unless it is presented.

## **COMPLAINTS**

As part our duty of care to vulnerable patients in the healthcare sector which we serve, our clients and you our staff we treat complaints seriously.

When we receive complaints from a trust, our Clinical advisory team will open an investigation and where possible provide a credible response to the client within 3 working days or & 72 hours

We may need a statement from you to help the investigation. Our clinical advisory team will contact you in these circumstances

## FITNESS TO PRACTISE

If you are referred to a governing body for fitness to practice concerns, we reserve the right not to offer you work through Bio Luminuex until the outcome of the governing body's investigation.

We check all our candidates' registrations on a monthly basis, so any changes in registration status will be followed up by the Compliance Team

## PART 3: COMPLIANCE

### File maintenance and its importance

Once you have completed the compliance process, your file will be marked as 'Cleared'. However, you will still be responsible for maintaining your file to ensure it is fully up to date. Many of the documents and training courses on your file are subject to renewal. You will be informed up to one month prior to any documents expiring and when they need to be renewed by. It is your responsibility to ensure that any expiring documents are renewed and sent to us within the correct timeframes. Maintaining your file ensures that your compliance documents never lapse. Should documents expire without being renewed on time, your placement could be affected and may result in you being pulled from a booking.

### Compliance fees

Certain elements of the compliance process are subject to chargeable fees. You will always be informed of any applicable charges and be given a choice in whether you wish to proceed with our compliance services. Many candidates who register with Bio Luminuex have already obtained most necessary documents via a previous employer. Should these documents be valid and acceptable, we will use them to avoid any additional cost and inform the candidate of any renewal fees going forward.

**Compliance fees** can be paid in one of two ways:

1. Up front
2. Via deductions from your pay once you start working

Should you choose to have compliance fees deducted from your pay, you will be informed prior to the start of the deductions. If you are subject to any incorrect compliance deductions or have any queries regarding compliance fees, you can alert your compliance officer, who will assist you or pass your query onto our Cost Recovery Team.

## PART 3: COMPLIANCE

DOCUMENT	RENEWAL DATE	
<b>DBS certificate/Update service</b>	Annually	We check annually for any convictions and to ensure your statuses remain the same. If you are registered with the DBS Update Service, your renewal subscription, set up by direct debit, will need to be paid on time, so we can carry out the check without delay. Should this lapse, a new DBS will need to be processed and you will not be able to work until this is completed and sent back. The update check and DBS certificate number must match, and we must have both (check and certificate) for it to be valid. Should we find any changes or convictions added to your DBS during the year, we will need to apply for a new certificate. Should you work or live outside of England or Wales, you may require further police checks
<b>References</b>	12 months from date of original issue	we renew references annually. This allows us to ensure you are continually working with no complaints and can help with getting you your next role.
<b>Mandatory training</b>		This is to ensure that your knowledge is refreshed and up to date, so you can carry out your daily role safely. If applicable, training is also a huge part of your CDP, which can be used when it comes to revalidation.
<b>Fitness to work certificate</b>	Annually	This is to check that there are no changes to your health since the last check was completed. Should this be the case, we can apply for a renewed Fit to Work certificate. Should there be a change to your health, you can inform us within the questionnaire and a qualified nurse from our occupational

		health provider will decide what steps need to be taken.
<b>Passport/identity</b>	Expiry date matching document	When your current valid passport expires, we require proof of renewal to ensure we have an updated Photo ID on file for you. Should you not have a renewed passport, please contact your compliance officer who will assist you.
<b>CV</b>	Annually	We will require your CV to be updated annually to ensure the most recent placements are included. CVs must contain all employment history from present day back until education.
<b>Professional Registration</b>	Annually dependent on registration renewal date	You are responsible for ensuring you make annual payment to the professional body in time for renewal.
<b>NMC pin online checks</b>	4 weekly	We carry out a check on your professional registration PIN every 4 weeks to ensure there are no conditions or cautions – this is an update Bio Luminuex completes on your behalf.
<b>Proof of Address (POA) documents</b>	Annually	We require 2 new proof of address documents annually to process a new DBS with. Should you already have a DBS on the Update Service, we will require the 2 POA documents as updated evidence of where you are living to carry out the update check. Any time you change address, these will need to be renewed.
<b>Change of name</b>	No expiry date	This will only need renewing if your name changes.
<b>ID Badge</b>	Expiry date matching professional registration	This is renewed when your professional registration is renewed. It shows clients who you work for, contains your up-to-date information and allows you on site throughout a placement. Each time we send an ID badge, we require you to confirm you have received it via email.
<b>Visa/BRP/Student/Sponsorship Supporting documents</b>	Expiry date matching document	We require evidence that you have the right to work in the UK. Should you not have an in-date right to work document, your placement with us is likely to be affected. For any queries, please contact your compliance officer.



<b>Conviction Statement</b>	No expiry date	This is only required should any new convictions appear on the DBS.
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## Your Occupational Health requirements

We require all candidates to have a Fit to Work Certificate before they commence a placement with us, which is something we will process on your behalf. In order to do this, we require evidence of immunity to the following:

- Tuberculosis (TB) • Hepatitis B (antibody) • Measles, Mumps and Rubella (MMR) • Varicella (can be self-declared)

Should your placement involve working within A&E, Operating Theatres or any department performing Exposure Prone Procedures (EPP), we will also require further blood tests to be carried out for proof of immunity against:

- HIV • Hepatitis C • Hepatitis B (antigen)

Any blood tests carried out for EPP roles will need to be IVS (Identified Verified Sample) stamped, which will mean showing the phlebotomist your photo ID.

All immunisation history must be carried out in the UK. It must also be clearly traceable to the clinic that carried out the immunisations, along with clear evidence that they belong to you.

Once we have evidence of all immunisations and you have completed our medical questionnaire, we will send it on to our occupational health provider. A qualified nurse will then assess your file and issue a Fit to Work certificate, along with details on whether a risk assessment is required. Should you sustain a sharps injury whilst at work, please inform your local line manager immediately, so that appropriate action can be taken. In most cases, you are advised to go to the local A&E.

For further information on initial self-care for a sharp's injury, [click here](#).

If you have any other concerns, please contact [compliance@bioluminuex.com](mailto:compliance@bioluminuex.com)

## PART 3: MANDATORY TRAINING COURSES

Did you know that we provide in-house training? Bio Luminuex is happy to provide you with practical face-to-face training sessions, which are in line with the Core Skills Training Framework (Skills for Health). The training takes place in our London office for the following courses:

- Adult Basic Life Support (paediatrics can be included upon request)
- Manual and Patient Handling
- Immediate Life Support

In-house training courses can be booked online via our online shop.

### **Basic Life Support & Manual Handling**

Bio Luminuex typically supplies Basic Life Support and Manual Handling training on Mondays, Tuesdays, Wednesdays, Fridays and Saturdays. This is subject to change; however, our weekly schedule is available to view on our website.

Simply click the course you want to register for within our online shop and choose a suitable date and time. If you require Paediatric Life Support, please notify us in advance and we will be happy to accommodate for you on the day.

### **Immediate Life Support (ILS)**

Our ILS courses are Resus Council certified.

We aim to deliver these courses on a regular basis. This is subject to change and our monthly schedule is available to view online. Simply click the ILS training course within our online shop and select your preferred date.

### **Renewal training**

If you require renewal training, please contact your clinical governance office

## **PART 3: MANDATORY TRAINING COURSES**

What happens if you cannot make your training course?

If you can no longer attend your training course, you will need to provide us with 24 hours' notice by emailing [compliance@bioluminuex.com](mailto:compliance@bioluminuex.com). If you fail to show up on the day or provide less than 24 hours' notice, we will not issue a refund for the cost of your course. We are happy to accommodate for exceptional circumstances. If you need to rebook your course, please contact your clinical governance officer or select a course via our online shop.

Location

Once you have confirmed your booking online, you will be sent an automated confirmation email with our address details and directions. Our Training Team will start the course at the specified time and will not delay for late arrivals. We therefore advise that you plan your journey in advance and arrive at least 15 minutes early to avoid being late. Please note that late arrivals will not be permitted access to the training course while it is in session and no refund will be given, so it is imperative that you allow plenty of time for your journey.

Please research your route for any potential delays or disruptions and do not hesitate to contact us if you are unsure of the directions.

Additional training information

For any additional information or support, please feel free to contact our Training Team by email at [compliance@bioluminuex.com](mailto:compliance@bioluminuex.com)

## **PART 4: QUALIFICATIONS & PROFESSIONAL BODIES**

### **Professional indemnity insurance**

It is your responsibility to ensure that you are covered sufficiently; it is a condition for annual registration renewal. Even if you are part of a union, it is still essential that you clarify how and in what circumstances that cover applies.

### **Professional body alerts/sanctions**

We check for any new alerts or sanctions with the registration bodies on a monthly basis. If you receive a sanction, you will need to let us know immediately.

### **Police checks/convictions**

Please be aware that should you receive a caution or conviction, you must report it to your professional body for assessment. As your agency, we will require proof of this outcome from the relevant body. Failure to provide this may affect your ability to work with us.

## **Part 5: ASSIGNMENTS**

### **Availability**

Please discuss your availability with your Bookings Consultant. You can give clear instructions as to your availability via email or text, but your consultant will confirm the best route to do this. If your availability changes, it is important that you update your consultant as soon as possible to avoid any booking errors.

### **Night shifts**

It is crucial that you are awake and alert for your night shift. You should not accept a night shift if you have worked during that day, attended a study day or had a demanding day. Sleeping whilst on-duty, day or night, is not acceptable (unless on a 'sleep duty') and can result in patient harm/neglect. Any allegations of sleeping

on duty will be thoroughly investigated and could lead to us not offering you a placement with Bio Luminuex Healthcare. Registered professionals may also be referred to their governing body.

## **Timekeeping**

We expect all our agency workers to be always punctual. Repeated lateness will not be tolerated, and we operate a strict policy around punctuality and repeated lastminute cancellations. We will, however, be accommodating in exceptional circumstances. If you find yourself running late, you must contact your consultant immediately. You will be asked to give an estimated arrival time, so that we can inform the client on when to expect you arrive.

## **Cancellation Notice**

**We understand that emergencies and circumstances change. If you must cancel a shift that you have accepted.**

It is important that you notify the Agency at least 4 hrs before the start of the shift so that we can find a suitable replacement. Call your consultant on **0333 888 0278** or send an email to [shifts@bioluminuex.com](mailto:shifts@bioluminuex.com) with your request.

Consistent late cancellations/pulling out of shifts will not be tolerated, as it can have a big impact on patient care in a healthcare setting and on our reputation as a recruitment agency. Once you have accepted a shift, you are committed to attending and completing it. Failure to honour your commitment without an exceptional reason may result in the ability not to offer you work with Bio Luminuex healthcare.

Late cancellations may lead to a restriction from working at the Trust where you have been booked. Some trusts have a 3-strike policy whereby repeated cancellation of shifts by an agency nurse would lead to a 2 week ban from working at said trust.

Under no circumstances should you send another person in your place. If you know of another healthcare worker who is qualified and willing to provide cover for your shift, please advise them to contact a member of our bookings team.

## **Cancellation Fees**

The Trust and Agency cannot guarantee that all shifts will be available when requested. In such instances, staff banks will cancel the cascaded shift.

The Agency will pay a 2hr cancellation fee to you if your shift is cancelled at short notice and we fail to notify you on time.

Where the client fails to notify the agency of a cancellation of your shift on time or within 12 hours of the shift start time, a 2hrs cancellation fee will be paid by the Client/Trust to the Agency. The Agency will pay in turn.

It is important that your timesheets are signed by the nurse in charge, ward manager or matron as it would be if you completed your shift normally. Ensure you do so before leaving the Hospital.

## **PART 5: ON ASSIGNMENT**

### **Induction**

You should expect an induction when arriving for the first time on a ward/unit. Should an induction not be offered, it is your responsibility to request one.

In the absence of a formal induction, the following information should be gathered at the start of the shift:

- Introduction to the team
- Shift routine
- General orientation to the building, including security, telephones, emergency systems, keys in use, fire exits and alarm points, O2 and suction, storeroom supplies, bleep system.
- A comprehensive handover and access to local policies e.g., local escalation, medication administration systems etc.
- Extended roles – please discuss with a senior member of staff as this can vary from trust to trust.
- PMVA – check with a senior member of staff regarding limitations of use & policies for use of PMVA (Prevention and Management of Violence and Aggression).

### **Change of assignment**

There may be occasions where you are required to change assignment. This is in the interest of patient safety and maintaining a skill mix for the hospital. As a Bio Luminuex Healthcare worker under the direction of the hospital/Trust, you are expected to comply with any appropriate change of assignment whilst on placement.

If the area you are being sent to is outside your scope of practice, you must raise this with the allocating manager. Please ensure you remain professional when negotiating and clarifying your limitations. It is not appropriate to refuse reallocation when it is within your scope or when there is support offered to you if you have a shortfall of skills or experience within a particular area. Whilst on assignment, you are always under the direction and control of the client. You must work as directed by the client and follow all reasonable requests, instructions, policies, procedures and rules.

## **Rest breaks**

You are entitled to an unpaid minimum break of 20 minutes when your daily working time is more than six hours. Local breaks may vary, so always make sure you are aware of what breaks to expect from your lead within the assignment. When working back-to-back 12hour shifts, you must have at least an 11hour break between shifts, even if you work with multiple agencies or employers.

On a weekly basis, you have the right to either:

- an uninterrupted 24 hours without any work each week
- an uninterrupted 48 hours without any work each fortnight

You should not be working over an average of 48hours per week unless you have opted out of the Working Time Regulations (WTR). If you have signed out of this, it is important to understand that some trusts do not allow agency or bank workers to work more than 12 hours per shift, or more than a certain number of 12hour shifts each week.

You must ensure that you are fully rested before attending a shift.

The RCN (Royal College of Nursing) states the following about fatigue and professional practice:

“Long hours, fatigue and lack of rest breaks or time to recuperate between shifts are associated with an increased risk of errors. Healthcare professionals, therefore, need to be vigilant about the impact of fatigue on their professional practice. Nurses should, for example, consider their obligations under the Nursing and Midwifery Council (NMC) Code regarding the management of risk. You should also consider the impact of multiple jobs and your working hours on your ability to practice safely.”

Read more [here](#).

## **Use of phones**

Mobile phones are not to be used for personal calls or amusement during your hours of work whilst you are on duty. You should only access your mobile during break times, and have it switched off/on silent during the time you are on duty. We are aware that technology and useful apps are available and may be used for some purposes. However, inappropriate use of mobile phones for personal calls, business or leisure must be confined to outside of work hours.

## **PART 5: ON ASSIGNMENT**

### **Gifts**

You must not accept any gifts from patients or clients. This includes any hospitality favours or legacy of will. If offered a small token gift, it can be accepted when refusal would cause offence.

### **Drugs & alcohol**

You must never work under the influence of drugs or alcohol. This includes possible effects experienced the following day. Allegations made against you that are upheld will result in your immediate removal from your placement with no further opportunities to be placed via Bio Luminuex. A referral will also be made to your professional body if appropriate. Notice period You are required to give a minimum of 1 weeks' notice if you wish to terminate your assignment with us.

### **Smoking**

Smoking within a trust/client's property is forbidden except where expressly indicated.

## **PART 5: ASSIGNMENT**

### **Removal from shifts**

In the case of a complaint or concern, you may be removed from shifts. If a client asks you to leave a shift, you must comply and contact us immediately. In addition, if we receive a complaint or concern about you, you may be removed from working within a ward or Trust, or be withheld from further shifts, depending on the severity of the concern or complaint

### **Notice period**

You are required to give a minimum of 1 weeks' notice if you wish to terminate your assignment with us.

## **PART 6: PAYMENT INFORMATION**

### **PAYE or Umbrella company**

When working with Bio Luminuex Healthcare Limited, you can choose to be paid as PAYE (Pay as You Earn), in which tax and National Insurance will be automatically deducted from your salary by our in-house Payroll Team.

Alternatively, you can choose to be paid through a Limited Company or Umbrella Company. Should you wish to discuss your method of payment, please contact a member of our Payroll team by emailing [payroll@bioluminuex.com](mailto:payroll@bioluminuex.com)

**Timesheet Submissions**

We operate a weekly payroll. We recommended that timesheets are submitted as soon after the shift is worked if possible. Timesheets should arrive no later than 4pm on Wednesday every week. The agency will send payslips to your chosen email address on after which your bank account will be credited.

Timesheets must have references (except when not required) and be signed by a nurse in charge or relevant person from the Trust where you have worked.

Timesheets must then be sent into payroll via the following means

By Email: scan to [timesheets@bioluminuex.com](mailto:timesheets@bioluminuex.com)

Timesheets should arrive no later than 4pm on Wednesday every week.

**Working via a third party**

If you are working through a third party (Master or Neutral Vendor) that uses an online timesheet system, payment will be made once the shift is approved online and it appears on our report

PAYE agency staff are paid on Friday and Umbrella payments are made on Thursday weekly.

**PAYE**

Timesheet received	Processed	Payroll Run	Payslips Sent	Paid
Wednesday week A to Wednesday week B	Daily	Thursday	Thursday	Friday

**UMBRELLA**

Timesheet received	Processed	Payroll Run	Payslips sent	Paid
Wednesday week A to Wednesday week B	Daily	Thursday	Thursday	Thursday



## **PART 7: CONTACT US**

### **Bioluminex Healthcare Ltd**

Unit 5, 3 The Parade ,  
Monarch way, Newbury park, IG2 7HT

## OUR OBLIGATIONS TO YOU:

1. Whilst your details are registered on our database
  - (a) we may from time to time and at our sole discretion search for work opportunities for you, usually within the Work Types, and if we consider any opportunity may be suitable we may inform you of any terms proposed.
  - (b) we may, where appropriate in each case, arrange an interview for you to meet a Client and assist in concluding any negotiations but we offer no guarantee that an opportunity we inform you of will be capable of being progressed.
  - (c) on or before the time of your acceptance of a Proposal you must inform us whether you have previously worked in any capacity for the Client or End User named in the Proposal at any time after 30th September 2011, and if you have so worked, provide us with the following information:  
Name of Client and location for whom you worked; Start and End date of placement; Role undertaken during those dates; Reason why the placement ended.
2. If you do not wish us to provide your information to any particular Client it is important that you inform us in writing, providing us with sufficient detail so that we can recognise all of the persons or organisations you wish to exclude, and we cannot accept any liability if we provide your information to any Client other than one you have specifically excluded.
3. You acknowledge that this agreement between you and us is for work finding services only and you are not our employee nor are you engaged by us for any purpose. Should we locate temporary work for you, the terms that shall apply will be our default terms, or the terms of our standard agreement with personal service companies ("PSC") where you wish to operate through a PSC, or our standard agreement with Umbrellas should you wish to operate through an Umbrella company and in this case you shall agree the terms in the Terms of Agreement set out in Schedule 1.

## YOUR AGREEMENT:

4. In consideration of registration of your details on our database, whilst you are so registered, you agree
  - (a) to provide us with a full and accurate curriculum vitae if you have not already done so, and, if we request it, proper evidence of your entitlement to work in the United Kingdom and any qualifications or certificates that are referred to in your curriculum vitae or otherwise disclosed by you.
  - (b) to provide us with any information we reasonably request and any information relevant to the decision of a Client to engage you including information that may result in the best interests of a Client being affected in any way, whether relating to your health such that it may affect your ability to perform tasks which are intrinsic to the role or other matters relating to your ability to perform work efficiently or otherwise (including charges for criminal offences and undischarged criminal convictions, as well as payment method and anything else the Client may reasonably require).
  - (c) to our verification of, retention and use of all information and documents we obtain, either from you or from any other party relating to you, for the purpose of our statutory obligations and for locating work for you, including the provision of such information and documentation to a Client, and relevant use by the Client, but you may withdraw your consent by notice in writing to us at any time and thereafter we shall only provide such information and documents where required by law.

- (d) that clause 4(c) shall apply to information received by us both before and after commencement of any engagement we arrange and you warrant that all information you provide hereunder shall be full and accurate in all material respects.
- (e) to notify us immediately of any change in any of the information (without limitation) you have provided to us at any time.
- (f) upon request, to provide us with names of suitable referees that are not Relatives as defined in the Regulations.
- (g) at all times to act in good faith towards us, and advise us if you wish your registration on our database to be removed.

## **GENERAL:**

### 5. It is further agreed that

- (a) whilst we shall at all times act in good faith, we may remove your details from our database at any time.
- (b) we have no obligation to provide you with any information or service other than specifically as set out in this agreement or required by law.
- (c) we do not guarantee that any work will be found and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you.
- (d) you recognise that a Client may withdraw an opportunity at any time before you have formally agreed to become engaged by such Client, and, whilst we shall endeavor to obtain accurate information from a Client, whether as to a role, nature of the work or otherwise, we accept no liability for information we have passed to you in good faith and cannot guarantee its accuracy.
- (e) you recognise that any temporary work we locate that may be suitable for you is subject to you entering into a further agreement whether directly with us as a PAYE Employee, via an audited and approved third party Umbrella Company from our list of approved suppliers (ASL), or through your PSC. We accept no liability if a third party with whom we contract decides not to engage you for any reason. We reserve the right to request and receive payslips, p45's, p60's, year-end accounts and/or real time information (RTI) reports from your chosen payment vehicle in order to ensure compliance with ITEPA legislation and Client requirements. Failure to comply with this request will result in a breach of our terms and conditions and may lead to termination of our agreement with you.
- (f) you recognise that some Clients may not allow certain payment methods and may require information regarding your chosen payment method before, during or after your assignment in order to meet their requirements, and you give us your permission to share this information with them.
- (g) it is agreed that in the event that suitable work is found for you:
  - (i) we shall make payment to you, or to a nominated and agreed third party umbrella or PSC ("Third Party") with whom we have entered a separate agreement, regardless of whether we have received payment from our client for any work performed.
  - (ii) if you are paid via an Umbrella company (which must be from our ASL) - for the purpose of clarity, you will be under the supervision, direction or control of the Client and therefore PAYE must be applied to the full gross amount of funds received by the Umbrella.

- (iii) if you are paid via an Umbrella company you understand that you are responsible for the payment of tax and national insurance contributions on all income earned and you irrevocably indemnify us from any and all sums/losses/shortfalls/costs/fines/penalties arising from any underpayment of tax and national insurance contributions.
- (iv) we reserve the right to change the Umbrella ASL and add/remove Umbrella companies without prior notification. We cannot engage with any Umbrella company with whom we do not hold a valid contract.
- (v) you will notify us in writing immediately if you, your PSC or an Umbrella company you use become subject to a HMRC investigation or compliance activity including but not limited to any of ITEPA, the NICs legislation or VAT legislation;
- (vi) if you are paid via your PSC and working within the Public Sector, unless otherwise confirmed by the Public Sector client in writing to us, you will be treated as inside of IR35 and we will deduct all relevant tax and national insurances from the gross invoiced amount and pay a net of tax (PAYE equivalent) sum to your PSC.
- (vii) if you are a paid via your PSC and working within the Private sector you may be treated as inside of IR35. We will pay your PSC the gross invoiced amount and you will be responsible for paying all appropriate tax and national insurances, furthermore you irrevocably indemnify us from any and all sums/losses/shortfalls /costs/fines/penalties arising from the misappropriation of tax and national insurance contributions.
- (viii) you consent to us processing your personal data for purposes connected with trying to find you work, and placing you on assignments, and you consent to us exporting and/or processing your personal data in jurisdictions outside the European Economic Area solely for the purposes connected with the performance of these terms.
- (ix) the length of notice to be given by you or us to terminate any work found by us for you shall be stipulated in an assignment confirmation, either agreed between you and us or agreed between us and a Third Party.
- (x) the rate of remuneration payable for any work performed by you, and the frequency in which payment shall be made shall be confirmed in an assignment confirmation, either agreed between you and us or agreed between us and a Third Party.
- (xi) details of any annual leave entitlement relating to such work shall be stipulated in a separate agreement between you and us or in an agreement between you and a Third Party.
- (h) we shall not be liable for any loss or damages if work found for you is not suitable, for any action tort or breach of contract by a Client or any third party with whom you or we contract, for any failure by us to provide any information or service, save to the extent strictly required by law or arising out of any representation made by a Client or any third party with whom you or we contract to you, or by us to you in good faith and deriving from inaccurate or incomplete information provided by a Client to us.
- (i) without prejudice to clause 5(g) our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £50,000 save where a limit is precluded by law.
- (j) no provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination and all the provisions of this agreement are reasonable.

- (k) each portion of this agreement, defined by punctuation, and paragraphs, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion of this agreement that may otherwise be void; subject thereto a void portion may be severed, and the remaining provisions, including any such modified hereunder, shall continue in force.
- (l) clauses intended to have effect following termination shall survive termination.
- (m) this agreement will continue until terminated on one week's written notice by one party to the other.
- (n) this agreement supersedes any previous agreement relating to our services, and you have not relied on any representation made by us that is not set out in this agreement, and this agreement may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer.
- (o) we may assign our rights and obligations under this agreement but you may not do so without our prior written consent.
- (p) the Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction.

## **DEFINITIONS AND MEANINGS:**

### **Client:**

a client of ours, including any third party with whom we have a relationship of any kind as a client, or potential client, who may be interested in engaging you, or does engage you, or who may wish to utilise your services in any way.

### **Regulations:**

The Conduct of Employment Agencies and Employment Businesses Regulations 2003, ITEPA.

### **Agreement:**

In consideration of the mutual obligations set out in this agreement you accept and agree these terms, which for the avoidance of doubt includes the terms set out in Schedule 1, which you acknowledge you have fully read and understood. Note: You may confirm your acceptance by signing below, or by confirming your acceptance orally, by email or by fax. Should you request us to seek work for you at any time after you have received these terms, your request shall be deemed to be your acceptance of these terms.

These Terms of Agreement are made the 25/08/2017 between us and you.

## **WHEREAS**

- (a) Pursuant to an agreement (the "Master Agreement") made between us and (insert name of your limited company or the umbrella company you wish to work with) Limited (the "Supplier").
- (b) the Supplier has agreed to provide services (the "Services") to third parties (the "Client" or "End User").
- (c) In consideration of the Supplier entering into the Master Agreement and of the agreement between the Supplier and you and by virtue of the fact that you will be utilised by the Supplier in the course of the Supplier providing the Services, you agree to enter into this Deed with us.

**DEFINITIONS:****Specified Services:**

the work requirements set out in a Proposal as provided by us to the Supplier to be provided by you.

**Proposal:**

an offer of temporary work setting out the identity of the specific Client, the representative to be allocated by the Supplier, location, assignment term, hours of work and any other special terms

**Client:**

a client of ours including any third party with whom we have a relationship of any kind as a client, or a potential client, who may be interested in engaging you or does engage you, or who may wish to utilise your services in any way including, for each Assignment such third party who is specified to be the Client in a Proposal

**Assignment:**

the arrangement for the Supplier to provide your services to a Client on the terms set out in the relevant Proposal accepted by the Supplier

**End User:**

any third party for whom, or at whose premises, the Specified Services are performed as directed by a Client

**GENERAL:**

The parties hereby agree as follows:

**1. You warrant that;**

- (a) you are qualified and suited as a representative of the Supplier in performance of the Specified Services.
- (b) you are aware of the terms of the Proposal, or shall ensure that you become aware of the terms of the Proposal before commencing the Specified Services, and shall, to the extent work is undertaken by you for the Supplier, perform such work promptly, efficiently and professionally and in good faith on the Supplier's behalf for the Client or End User with regard to the relevant terms of that Proposal and the Specified Services requirements.

**2. You shall;**

- (a) be subject to the direction, supervision and control of the Client or End User to the extent necessary for the proper provision of the Specified Services and comply with such rules and regulations of the Client or End User as are relevant to external contractors.
- (b) keep written records of time worked and requested by the Client and have such records signed by a person authorised by the Client and submit such records to the Supplier.
- (c) you will submit a Client signed and approved timesheet to us weekly, Monday 12pm at the latest. Timesheets submitted after this time (the cut off) may not be processed in time for the current week's payment cycle.
- (d) timesheets must be submitted to us at a date no later than 4 weeks from the week worked, failure to do so may result in us or the client cancelling the timesheet(s) and the funds declared for the weeks in question deemed unpayable.
- (e) not do anything that may damage our reputation or that of the Client or cause our agreement with the Client to be terminated.

- (f) not during an Assignment or thereafter for a period equivalent to the period of supply under the Master Agreement or, where there has been more than one Assignment within the last two years, for the total period of all Assignments within the last two years with the relevant Client (but not being less than 3 months nor more than 12 months) either directly or indirectly (whether under a contract of services or a contract for services or through any third party) provide similar services to the Client or End User except by contract through us other than with our prior written approval. For the avoidance of doubt – should you work at a client where we have previously placed you (within the timescale above) through another Agency/Employment business we reserve the right to obtain compensation from you for loss of income compensation, for a period of up to 13 weeks from the commencement of your assignment with the other Agency/Employment Business.
- (g) not divulge to any party or use for your own benefit any information capable of being confidential relating to the affairs business or methods of us or the Client or End User or information received from us or the Client or End User except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed.
- (h) not discuss with the Client or End User the terms of this agreement, an Assignment or the Supplier's engagement with us other than strictly as required for the proper objectives of the Specified Services.
- (i) (not import any software onto the systems of the Client or End User without the prior written consent of the Client or End User or use any facilities provided to it by the Client or End User for any purpose other than is authorised by the Client or End User.
- (j) (not use any facilities provided to you by the Client or End User for any purpose other than is authorised by the Client or End User.
- (k) not in relation to the relevant Client or End User during an Assignment or for 6 months thereafter act or do any act capable of being in competition with us and you acknowledge that you agree this clause as a result of the provision by us or the Client of confidential information to you.
- (l) not, either during an Assignment or for 12 months thereafter directly or indirectly solicit or entice away from us any of our officers, agents or employees that have been involved in any matter relating to this agreement or an Assignment without our written consent.
- (m) not do anything that may be construed or perceived by us as bribery, whether intended for our or your own benefit; bribery is a serious offence and, without prejudice to any other remedy available to us, breach of this provision shall entitle us to terminate any Assignment and the Master Agreement immediately without notice.
- (n) inform us immediately if you are not provided with access to suitable facilities and amenities on a Client or End User site to which you feel you should have access.
- (o) inform us immediately if;
  - (i) you feel that you are being treated unfairly, or
  - (ii) for any reason you consider that the Supplier is not meeting its statutory obligations towards you.

3. You agree that:

- (a) (upon termination of an Assignment you shall deliver up to the Client or End User all materials of the Client or End User in its possession.
- (b) the benefit of any work undertaken by you for the Supplier under the Master Agreement including any copyright or intellectual rights of any kind in such work shall respectively be and remain the property of the Client or End User and you will sign all documents required for verification of such rights as belonging to the Client or End User.
- (c) Us and you hereby agree and declare that this Agreement has been executed to give us covenants which support those given by the Supplier to us and that nothing herein shall create or be deemed to create any employment or subcontractor relationship and you are and remain an employee or sub-contractor of the Supplier.
- (d) This Agreement is governed by English Law and shall be subject to the jurisdiction of the English Courts.



### OUR OBLIGATIONS TO YOU:

1. Whilst your details are registered on our database
  - (a) we may from time to time and at our sole discretion search for work opportunities for you, usually within the Work Types, and if we consider any opportunity may be suitable we may inform you of any terms proposed
  - (b) we may, where appropriate in each case, arrange an interview for you to meet a Client and assist in concluding any negotiations but we offer no guarantee that an opportunity we inform you of will be capable of being progressed
  - (c) on or before the time of your acceptance of a Proposal you must inform us whether you have previously worked in any capacity for the Client or End User named in the Proposal at any time after 30th September 2011, and if you have so worked, provide us with the following information: Name of Client and location for whom you worked; Start and End date of placement; Role undertaken during those dates; Reason why the placement ended.
2. If you do not wish us to provide your information to any particular Client it is important that you inform us in writing, providing us with sufficient detail so that we can recognize all of the persons or organizations you wish to exclude, and we cannot accept any liability if we provide your information to any Client other than one you have specifically excluded.
3. You acknowledge that this agreement between you and us is for work finding services only and you are not our employee nor are you engaged by us for any purpose. Should we locate temporary work for you, the terms that shall apply will be our default terms, or the terms of our standard agreement with personal service companies ("PSC") where you wish to operate through a PSC, or our standard agreement with umbrellas should you wish to operate through an umbrella company and in this case you shall agree the terms in the Terms of Agreement set out in Schedule 1.

### YOUR AGREEMENT:

4. In consideration of registration of your details on our database, whilst you are so registered, you agree
  - (a) to provide us with a full and accurate curriculum vitae if you have not already done so, and, if we request it, proper evidence of your entitlement to work in the United Kingdom and any qualifications or certificates that are referred to in your curriculum vitae or otherwise disclosed by you
  - (b) to provide us with any information we reasonably request and any information relevant to the decision of a Client to engage you including information that may result in the best interests of a Client being affected in any way, whether relating to your health such that it may affect your ability to perform tasks which are intrinsic to the role or other matters relating to your ability to perform work efficiently or otherwise (including charges for criminal offences and undischarged criminal convictions)
  - (c) to our verification of, retention and use of all information and documents we obtain, either from you or from any other party relating to you, for the purpose of our statutory obligations and for locating work for you, including the provision of such information and documentation to a Client, and relevant use by the Client, but you may withdraw your consent by notice in writing to us at any time and thereafter we shall only provide such information and documents where required by law

- (d) that clause 4(c) shall apply to information received by us both before and after commencement of any engagement we arrange and you warrant that all information you provide hereunder shall be full and accurate in all material respects
- (e) to notify us immediately of any change in any of the information (without limitation) you have provided to us at any time
- (f) upon request, to provide us with names of suitable referees that are not Relatives as defined in the Regulations
- (g) at all times to act in good faith towards us, and advise us if you wish your registration on our database to be removed.

## **GENERAL:**

### 5. It is further agreed that

- (a) whilst we shall at all times act in good faith, we may remove your details from our database at any time
- (b) we have no obligation to provide you with any information or service other than specifically as set out in this agreement or required by law
- (c) we do not guarantee that any work will be found and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you
- (d) you recognize that a Client may withdraw an opportunity at any time before you have formally agreed to become engaged by such Client, and, whilst we shall endeavor to obtain accurate information from a Client, whether as to a role, nature of the work or otherwise, we accept no liability for information we have passed to you in good faith and cannot guarantee its accuracy
- (e) you recognize that any temporary work we locate that may be suitable for you is subject to you entering into a further agreement whether directly with us or via a nominated and agreed third party umbrella or PSC and we accept no liability if a third party with whom we contract decides not to engage you for any reason
- (f) it is agreed that in the event that suitable work is found for you
  - (i) (we shall make payment to you, or to a nominated and agreed third party umbrella or PSC (“Third Party”) with whom we have entered a separate agreement, regardless of whether we have received payment from our client for any work performed
  - (ii) the length of notice to be given by you or us to terminate any work found by us for you shall be stipulated in an assignment confirmation, either agreed between you and us or agreed between us and a Third Party
  - (iii) the rate of remuneration payable for any work performed by you, and the frequency in which payment shall be made shall be confirmed in an assignment confirmation, either agreed between you and us or agreed between us and a Third Party (iv) details of any annual leave entitlement relating to such work shall be stipulated in a separate agreement between you and us or in an agreement between you and a Third Party
- (g) we shall not be liable for any loss or damages if work found for you is not suitable, for any action tort or breach of contract by a Client or any third party with whom you or we contract, for any failure by us to provide any information or service, save to the extent strictly required by law or arising out of any representation made by a Client or any third party with whom you or we contract to you, or by us to you in good faith and deriving from inaccurate or incomplete information provided by a Client to us

- (h) without prejudice to clause 5(g) our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £50,000 save where a limit is precluded by law
- (i) no provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination and all the provisions of this agreement are reasonable
- (j) each portion of this agreement, defined by punctuation, and paragraphs, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion of this agreement that may otherwise be void; subject thereto a void portion may be severed, and the remaining provisions, including any such modified hereunder, shall continue in force
- (k) clauses intended to have effect following termination shall survive termination
- (l) this agreement will continue until terminated on one week's written notice by one party to the other
- (m) this agreement supersedes any previous agreement relating to our services, and you have not relied on any representation made by us that is not set out in this agreement, and this agreement may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorized officer
- (n) we may assign our rights and obligations under this agreement but you may not do so without our prior written consent
- (o) the Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction. Definitions and meanings Client: a client of ours, including any third party with whom we have a relationship of any kind as a client, or potential client, who may be interested in engaging you, or does engage you, or who may wish to utilize your services in any way Regulations: The Conduct of Employment Agencies and Employment Businesses Regulations 2003 Agreement In consideration of the mutual obligations set out in this agreement you accept and agree these terms, which for the avoidance of doubt includes the terms set out in Schedule 1, which you acknowledge you have fully read and understood. Note: You may confirm your acceptance by signing below, or by confirming your acceptance orally, by email or by fax. Should you request us to seek work for you at any time after you have received these terms, your request shall be deemed to be your acceptance of these terms.

