

Introduction to Elite Nursing Services

Elite Nursing Services is a Nurse Agency, which provides the Healthcare Profession with a high standard of friendly, professionally trained nurses and healthcare workers.

The Organisation gained a **three star, excellent Nurse Agency** and Members of the Recruitment Employment Confederation our aim is to provide a comprehensive, diverse service to our much valued Service Users.

We are able to offer negotiation with charge rates, thus giving value for money to Service Users for the quality of staff being supplied.

The services for the supply of healthcare professionals range from an adhoc-basis, temporary contract, preferred supplier, master vendor, (one-stop-shop) and permanent recruitment. The type of service can be chosen according to the specific needs of your Service Users.

Training needs are met according to the National Minimum Standards and can be tailored to your specific requirements from all Members who are supplied by the Organisation.

If you would like to talk to or meet with any of our staff at Elite Nursing Services, please do not hesitate to call or visit our website at www.elitenursing.co.uk

We look forward to hearing from you.

Yours Sincerely

Sarah Walters
Managing Director RN

(The Service User Guide can be displayed in an alternative format on request)

Service Users Guide

Elite Nursing Services

ELITE NURSING SERVICES

MISSION STATEMENT

“ENS will provide the highest standard of service to both Members and Service Users alike in conjunction with the guidelines and parameters set within the Healthcare Profession. On achieving these objectives, we will ensure our position is maintained in order to expand and become a successful Nurse Agency”.

AIM

To provide a high quality standard of health care to the public and private sector and maintain a successful business within the boundaries set by law.

OBJECTIVES

1. Inclusive of the Data Protection Act 1998 and confidentiality agreements, ENS will implement the most effective communication skills with friendly and professionally trained staff
2. ENS will work as part of a team when ensuring the placements of Members to Service Users are made efficiently and correctly.
3. Within the guidelines set by the NMC Code of Professional Conduct 1st June 2002, updated May 2008. ENS will maintain and develop a local and eventually national role in providing a comprehensive healthcare service to Service Users.
4. ENS will give scope to its Members in education and training of up to date research and practical skills.
5. ENS will maintain clear and achievable objectives and value continuous personal developmental reviews, whilst using an open feedback system, hence providing our staff with determination to succeed.
6. To increase profit margins on a yearly basis.
7. To expand on the number of Members and Service Users on a yearly basis.
8. Set new initiatives on a regular basis, in accordance with the Advertising Laws in order to promote ENS.
9. To obtain an excellent quality assurance accreditation.

PHILOSOPHY

Elite Nursing Services (ENS) welcomes you into a warm and caring environment.

As a Nursing Agency we aim to provide the highest standards of care and business set within a professional organisation.

Inclusive of the specialty and qualifications provided by the individual, ENS will seek to provide the most suitable Member to enter each placement.

ENS will work as part of a team, enhanced by excellent communication skills in order to support our Members and Service Users.

We will be happy to discuss any problems, which may arise.

Range of Qualifications of Nurses Supplied to Service Users

Qualification	Registration Code	Comments
Adult	RN1, RNA	Level 1
Mental Health	RN3, RNMH	Level 1
Learning Disabilities	RN5, RNLD	Level 1
Children	RN8, RNC	Level 1
Adult	RN2	Level 2
Mental Health	RN4	Level 2
Learning Disabilities	RN6	Level 2
General	RN7	Level 2
Fever	RN9	Level 2
Midwifery	RM	
Healthcare Assistant	NVQ/HCA	Levels 1,2 and 3
Nursing Auxiliary	NA	Hospital Worker
Care Assistant	CA	Nursing Homes
Support Worker	Residential Care Homes	Mental Health Learning Difficulties

NB: All Members of Elite Nursing Services are skilled in their required areas. A variety of courses have been undertaken in order to specialise in a chosen area of work. English National Board Courses as well as Extended Role training provide a multi-skilled service to our Service Users. Not all ranges of grades are necessarily available at all times.

ELITE NURSING SERVICES

VERIFICATION OF MEMBERS

In order to verify the Members of Elite Nursing Services the following checks are made:

1. Confirmation of current Nursing and Midwifery Council Registration.
2. Rehabilitation of Offenders Act and enhanced Criminal Record Bureau Disclosures inclusive of the Protection of Vulnerable Adults Act.
3. Occupational Health clearance and Fit for Work certificates issued.
4. Vaccination documentation.
5. Two reference requests, most recent employer and clinical referee.
6. Two forms of identification, passport/photo driving licence and current address.
7. A minimum of six months continuous experience in the last two years in hospitals or nursing and residential homes.
8. Right to Work documentation.
9. Up to date mandatory training certificates and speciality courses attended.
10. Continuous Independent Personal Development Reviews.
11. Union membership details or insurance details.
12. Good English/communication skills.

In the near future the clearance/competency process may alter in accordance with all Service Users Requirements.

Elite Nursing Services

Types of Settings for which Elite is able to Provide a Service

- NHS Hospitals
- Social Services Residential Homes
- Private Hospitals
- Nursing and Residential Homes/Dementia
- Learning Difficulties and Mental Health Environments
- Private Businesses for Health Promotion and Occupational Health Services

Elite Nursing Services Manual Handling Policy

Manual Handling is used by all Nurses and Care Workers to provide a high standard of quality care in a safe working environment with other staff and Service Users, thus giving a safe system of work. It is the responsibility of the Manager, staff, and risk assessment staff and link staff to promote a good practice within a working environment. The following points are to be implemented when delivering care to a Service User:

- A risk assessment form must be completed in all cases; the forms can vary between different Service Users. Appendix A is given as an example. Elite Nursing Services has an Occupational Health Nurse who is competent in all duties of health and safety. Please contact Mrs Lizzy Bunce if you have any queries regarding risk assessment on telephone 0117 9564511.
- The Agency Member must ask to see a copy of the Service Users risk assessment form.
- A change in a risk must be reported to Mrs Bunce or the officer/nurse in charge for further evaluation.
- Training will be offered during induction and three/four times a year as an update, which can be booked through either Angela Osborne or Becca Willett.
- A record of each training course attended will be kept by electronic and documentary form at Elite Nursing Services.
- The equipment provided by the Agency such as the identification badge and clothing are to be maintained by the Member, however, if an identification badge needs renewing or is lost the Agency must be contacted immediately.
- Equipment used whilst on placement are maintained by the Service User, but it is the responsibility of the Agency Member to report any deficiencies, to the officer or nurse in charge of your placement.
- Equipment checks should be carried out in accordance with the Service Users policies and procedures, the Service User will keep a record of this.
- The Member prior to using the aide for moving and handling must check the manual handling equipment.
- Accidents must be documented in the accident book whilst on placement as well as to the Agency.
- Personal injury must be documented in the incident book and once an incident form has been completed the Health and Safety Executive must have a copy. The Agency and Service User must be aware of any incidences that occur. Reference to www.hse.gov.uk
- High-risk areas including the heavier Service User, confused and aggressive Service Users and Service Users who refuse to be handled in a safe way must be given special consideration. These issues are covered in induction and manual handling updates.
- In an emergency, care may be required prior to a risk assessment taking place, in these circumstances, only care staff who are able to complete a risk assessment immediately must be used in order to provide a safe environment for the Service User and staff.

The manual handling policy has been written in compliance to the Social Services and National Health Service, Service Level Agreements. This policy is reviewed and updated on a regular basis.

ELITE NURSING SERVICES

Management of Health & Safety Policy

The aim of this policy is to recognise information systems within the workplace in relation to health and safety. This policy applies to all staff and Agency Members.

Risk assessment training takes place 3 – 4 times per year; this is mandatory training. Occupational health is provide by Mrs E Bunce, inclusive of:

1. Fit for work certificates
2. Vaccinations
3. General Health enquiries

Mr P Hanks has overall responsibility for health and safety within the office. Information is passed on, through policies and procedures, to the Agency Staff and Members.

It is the responsibility of the recruiting consultant to pass on information about health and safety to the Members at interview and during induction.

It is the Agency Member's responsibility to ensure a risk assessment is implement wherever necessary to uphold a safe environment.

Hazard report can be written in the incident book and communication folder.

It is the responsibility of the Registered Manager to follow up any Accidents or Incidents to prevent these from happening again in the future.

Major incident procedures and fire procedures are to be gained from the service User who is Client and may vary from each different Service User, You will be of good assistance to your colleagues where incidents occur.

Supporting information can be found from the Health and Safety Executive guidance documents (www.hse.gov.uk)

All Agency Staff and Members must report any incidents that may occur.

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Health and Safety for the National Health Service

Elite Nursing Services will ensure that the Health and Safety requirements will be met in accordance with the local National Health Service Trust by way of training.

The Member must ensure that Elite Nursing Services is aware of any change in condition of health such as injury or pregnancy. Elite Nursing Service will advise National Health Service Trusts of any such change and ensure the Member is fit for work by the Occupational Health Service prior to the Member being placed again.

The Member is to be aware of the National Health Trusts local policies and procedures prior to starting the first shift, inclusive of the training, crash call procedures, Hot Spot mechanism for alerting security and violet episode policy.

The local National Health Service may exchange information to ensure that the Health and Safety at Work Act 1974 is adhered to in accordance with the policies and procedures of the Trust.

Elite Nursing Services

Equal Opportunities Policy

As an equal opportunities employer Elite Nursing Services will guarantee a non-biased recruitment and selection policy, in relation to marital status, gender, age, race, colour, creed, sexual orientation and disability. During the selection process individuals will be treated according to their merits and abilities. This in turn will ensure an equal opportunity for all Service Users in the delivery of Service.

This policy applies to all Office Staff and Agency Members and in turn must be relayed to Service Users. Whilst on placement, Members must also comply with the equal opportunities policy of the Service User.

The Care Standards Act 2000 Section 3, Standard 3 states the recruitment process as being in line with equal opportunities and is non-discriminatory. Other information can be gathered from the Race Relations Act, Disability Discrimination Act, Service Specification, Human Rights Act and the Commission for Racial Equality's code of Practice in employment 1983.

Elite Nursing Services will ensure that no Member will be discriminated against and educate their staff in all aspects of this policy. The Member must also aid the management in upholding the equal opportunities Law, thus relaying the information in terms of practice whilst providing care to a Service User. Sarah Walters, Registered Manager is responsible for the overall implementation of the equal opportunities policy.

Direct or indirect discrimination, victimisation and harassment should be reported as per the Grievance procedure and acts of such nature will be dealt with according to the severity and disciplinary action may be taken. The Agency will also ensure that quality, equity and consistency in working practices and conditions are upheld. Positive action will be implemented where there are incidences of discrimination, deprivation and for those who are disadvantaged.

Assessment and evaluation of the equal opportunities policy will be carried out every year. The process will start with the collection of anonymous questionnaires from the recruitment stage and continue with documentary evidence being passed to the management by way of Report. Compliments and complaints will also be recorded in order to ascertain the effectiveness of the equal opportunities policy.

The Local Authority Ombudsman can be referred to in all incidences the address being;

The Management
Local Authority Ombudsman
www.lgo.org.uk/adult-social-care/

Telephone 0300 061 0614
Or
Advice from advice@lgo.org.uk

Equal Opportunities Policy Contd.

Race equality

It is essential that Elite Nursing Services is given feedback either verbally or in writing of any racial discrimination that may have occurred either directly or indirectly. When delivering care the Member must ensure that it is given in a culturally sensitive manor.

Age equality

When placing a Member with a Service User, the Member is assessed on their abilities to the requirements of the Service User. No record of age is used within the placement process. Job descriptions are non-discriminative and individuals are short-listed based on their abilities.

Disability equality

A Member of Elite Nursing Services staff is provided with access to all information in relation to disability and equalities. The Occupational Health Nurse is available to do a work station assessment for all Staff. Access to information can be gained verbally or written by any member of Office Staff, Agency Member or Service User. Any change will be assessed and implemented to accommodate the needs of an individual who is working for or providing a service for Elite Nursing Services.

Sexual Orientation equality

The Office Staff and Members are not required to relay their sexuality in any of Elite Nursing Services recruitment, selection and placement procedures.

Women's equality

Elite Nursing Services holds harassment and bullying policy for all Members and Office staff. In turn this policy must be adhered to whilst on placement and the safety of all Members and Office Staff are taken into consideration.

The Equal Opportunities Policy is written with the guidance of the Social Services, National Health Service and Legislation.

Signature of the Member:

Date: / /

Sarah Walters 01/2011

ELITE NURSING SERVICES

Protection of the Service Users from Abuse

The aim of this policy is to protect Service Users from abuse.

Information relating to this policy can be found in the “No Secrets” guidance note from Bristol, South Gloucestershire, Bath and North East Somerset and North Somerset, Local Authority documents.

All Agency Members must maintain the privacy and dignity of Service Users,

The Registered Manager is to deal with any concerns regarding the protection of vulnerable adults in confidence. Information will only be passed on a ‘need to know’ basis.

All concerns will be taken seriously and investigated fully and the Agency Member will be protected against victimisation.

Training on induction is given to staff in relation to the ‘no secrets’ guidance and protection of vulnerable adults. The complaints, confidentiality and whistle blowing policies will be used as guidance with this policy.

All incidents must be reported to the Line Manager and the Manager where this will be documented and further action will be taken.

Diversity Policy

Elite Nursing Services recognises the importance of diversity in the work place and believes that diversity increases the quality of the service being provided, thus giving a wider perspective to the holistic approach, which is already implemented throughout the Organisational structure.

Due to the wide range of specialities required from the Service Users who are Clients, each individual Member will be interviewed and assessed as to their clinical experiences and capabilities. This will then ascertain the type of environment best suited to the Nurse and the Service User who are Clients, therefore making a successful placement.

The Organisation will endeavour to meet staffing needs as to the age, sex, race, gender identity, health status, religion and belief, domestic circumstances, ethnicity, disability, education and sexual orientation. Diversity has been implemented into the workplace as an Organisational strategy.

Elite Nursing Services welcomes all views from the staff and Members who form part of the Organisation whether named or anonymously. These ideas should be put in writing to Sarah Walters, Managing Director.

Sarah Walters, October 2010

Elite Nursing Services

Occupational Health Services

Mission Statement

To ensure that Elite Nursing Services, (ENS) staff are fit to work and that work does not endanger their health. The Occupational Health Nurse Advisor (OHNA) will achieve this in a professional and confidential way.

Advise and support will be given, when appropriate, to each employee to ensure that they can achieve the pre-employment requirements prior to clinical placement.

Continued support will be provided to those with ongoing medical problems or to those who develop a medical problem that affects work whilst in employment with ENS. Rehabilitation and planned staged returns to the workplace will be arranged if necessary.

Annual health reviews will also be given to each Elite Nursing Services Member.

It must be remembered however that the individual has a duty to take reasonable care for their own health and safety and that others who may be affected by what you do or do not do. ENS will do whatever is reasonably practicable to help the individual achieve this.

Further expert advice via contract agreement will be purchased from Avon Partnership Occupational Health if recommended from OHNA.

Training Policy for the National Health Service

Elite Nursing Services will train their Members in accordance with the Framework Agreement and the Service Level Agreements; the following subjects are to be included in the induction programme prior to working for a NHS Trust:

- Manual Handling.
- Fire Procedures.
- Lone Worker.
- Handling Violence and Aggression.
- Risk Incident Reporting.
- The Caldicott Protocols.
- Complaint Handling.
- Mandatory training under the current Health and Safety Regulations.

Annual training will also be taken by way of:

- Fire Safety.
- Health and Safety, 1974 and 1999 Acts.
- Moving and Handling.
- COSHH.
- RIDDOR.
- Basic Life Support.
- Infection Control.
- For midwives and community midwives only, Resuscitation of the newborn and interpretation of cardiotocograph.
- Mental Health Act (Mental Health Workers).
- Handling Violence and Aggression.
- IT systems in the local NHS Trust when agreed by the Trust.

Other areas of training may vary according to the Service Level Agreements. Where a Member has had training with another employer Elite Nursing Services will acquire confirmation in writing of the training, which has taken place. Training records must be kept by all Members and in their personnel files.

Training for the National Health Service Continued

Members must also be aware of the Data Protection Acts and the requirements for computer access for the National Health Service Trusts.

The Administration and Assistance of Medication Policy will be given to the Members in the handbook and Elite Nursing Services will make sure that the Member is aware of its limits and contents.

Elite Nursing Services will also make Nurses aware of the NMC Code of Professional Practice, The Scope of Professional Practice and for Midwives only the need to submit their Intention to Practice to the NMC on a yearly basis.

The Member will also be made aware of the completion of time sheets, terms, frequency and method of payment.

TERMS OF BUSINESS WITH THE HIRER FOR THE SUPPLY OF AGENCY WORKERS

October 2011

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

- “Agency Worker”** means the individual who is Introduced by the Employment Business to provide services to the Hirer;
- “Agency Workers Regulations”** means the Agency Workers Regulations 2010;
- “Assignment”** means assignment services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
- “Assignment Details Form”** means written confirmation of the assignment details agreed with the Hirer prior to commencement of the Assignment;
- “AWR Claim”** means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and/or the Employment Business for any breach of the Agency Workers Regulations;
- “Calendar Week”** means any period of seven days starting with the same day as the first day of the First Assignment;
- “Charges”** means the hourly charges of the Employment Business calculated in accordance with clause 6.1 and as may be varied from time to time in accordance with these Terms;
- “Comparable Employee”** means as defined in Schedule 1 to these Terms;
- “Conduct Regulations”** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- “Confidential Information”** means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;
- “Control”** means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
- “Data Protection Laws”** means the Data Protection Act 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;

“Employment Business”	County Group Services Limited no 2753749 trading as Elite Nursing Services of Gladstone House, Gladstone Drive, Soundwell, Bristol BS16 4RU
“Engagement”	means the engagement, employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“First Assignment”	means: <ul style="list-style-type: none"> (a) the relevant Assignment; or (b) if, prior to the relevant Assignment: <ul style="list-style-type: none"> (i) the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and (ii) the relevant Qualifying Period commenced in any such assignment, <p style="margin-left: 40px;">that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer);</p>
“Hirer”	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is Introduced;
“Hirer's Group”	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
“Introduction”	means (i) the passing to the Hirer of a curriculum vitae or information which identifies the Agency Worker; or (ii) the Hirer’s interview of the Agency Worker (in person or by telephone or by any other means), following the Hirer’s instruction to the Employment Business to supply a temporary worker; or (iii) the supply of the Agency Worker; and, in any case, which leads to an Engagement of the temporary worker or the Agency Worker; and “Introduced” and "Introducing" shall be construed accordingly;
“Losses”	means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

- “Period of Extended Hire”** means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;
- “Qualifying Period”** means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in Schedule 1 to these Terms;
- “Relevant Period”** means (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by the 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;
- “Relevant Terms and Conditions”** means terms and conditions relating to:
- (a) pay;
 - (b) the duration of working time;
 - (c) night work;
 - (d) rest periods;
 - (e) rest breaks; and
 - (f) annual leave
- that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;
- “Remuneration”** includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Agency Worker for services provided to or on behalf of the Hirer or any third party. Where a company car is provided, a notional amount of £3000.00 will be added to the salary in order to calculate the Employment Business' fee;
- “Temporary Work Agency”** means as defined in Schedule 1 to these Terms;
- “Terms”** means these terms of business (including the attached schedules) together with any applicable Assignment Details Form;
- “Transfer Fee”** means the fee payable in accordance with clause 8 of these Terms and Regulation 10 of the Conduct Regulations;
- “Vulnerable Person”** means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen; and
- “Working Time Regulations”** means the Working Time Regulations 1998.

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

2. THE CONTRACT

- 2.1. These Terms constitute the contract between the Employment Business and the Hirer for the supply of the Agency Worker's services by the Employment Business to the Hirer and are deemed to be accepted by the Hirer by virtue of its request for, interview with or Engagement of the Agency Worker, or the passing of any information by the Hirer about an Agency Worker to any third party following an Introduction.
- 2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Employment Business, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Hirer.
- 2.3. Subject to clause 6.2, no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of the Employment Business and the Hirer and are set out in writing and a copy of the varied Terms is given to the Hirer stating the date on or after which such varied Terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Agency Workers for Assignments with the Hirer.

3. HIRER OBLIGATIONS

- 3.1. To enable the Employment Business to comply with its obligations under the Conduct Regulations the Hirer undertakes to provide to the Employment Business details of the position which the Hirer seeks to fill, including the following:
 - 3.1.1. the type of work that the Agency Worker would be required to do;
 - 3.1.2. the location and hours of work;
 - 3.1.3. the experience, training, qualifications and any authorisation which the Hirer considers necessary or which are required by law or any professional body for the Agency Worker to possess in order to work in the position; any risks to health or safety known to the Hirer and what steps the Hirer has taken to prevent or control such risks;
 - 3.1.4. the date the Hirer requires the Agency Worker to commence the Assignment;
 - 3.1.5. the duration or likely duration of the Assignment.
- 3.2. The Hirer will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Hirer will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. If the Hirer requires the services of an Agency Worker for more than 48 hours in any week during the course of an Assignment, the Hirer must notify the Employment Business of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Hirer requires the Agency Worker to work in excess of 48 hours.
- 3.3. The Hirer will comply with its obligations under Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.
- 3.4. To enable the Employment Business to comply with its obligations under the Agency Workers Regulations, the Hirer undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request:

- 3.4.1. to inform the Employment Business of any Calendar Weeks since 1 October 2011 in which the relevant Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
 - 3.4.2. if, since 1 October 2011, the Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Hirer via any third party during the relevant Assignment, to 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;
 - 3.4.3. to inform the Employment Business if, since 1 October 2011, the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
 - 3.4.3.1. completed two or more assignments with the Hirer;
 - 3.4.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - 3.4.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role;
 - 3.4.4. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:
 - 3.4.4.1. provide the Employment Business with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker had been recruited directly by the Hirer as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;
 - 3.4.4.2. inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
 - 3.4.4.3. if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Hirer considers that the relevant individual is a Comparable Employee; and
 - 3.4.4.4. inform the Employment Business in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and
 - 3.4.5. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to provide the Employment Business with written details of its pay and benefits structures and appraisal processes and any variations of the same.
- 3.5. In addition, for the purpose of awarding any bonus to which the Agency Worker may be entitled under the Agency Workers Regulations, the Hirer will:
- 3.5.1. integrate the Agency Worker into its relevant performance appraisal system;
 - 3.5.2. assess the Agency Worker's performance;
 - 3.5.3. provide the Employment Business with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and

- 3.5.4. provide the Employment Business with all other assistance the Employment Business may request in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.
- 3.6. The Hirer will comply with all the Employment Business' requests for information and any other requirements to enable the Employment Business to comply with the Agency Workers Regulations.
- 3.7. The Hirer warrants that:
 - 3.7.1. all information and documentation supplied to the Employment Business in accordance with clauses 3.4, 3.5 and 3.6 is complete, accurate and up-to-date; and
 - 3.7.2. it will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.4, 3.5 and 3.6;
- 3.8. Without prejudice to clauses 14.7 and 14.8, the Hirer shall inform the Employment Business in writing of any:
 - 3.8.1. oral or written complaint the Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the Agency Workers Regulations; and
 - 3.8.2. written request for information relating to the Relevant Terms and Conditions that the Hirer receives from the Agency Worker as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made or written complaint or request is received by the Hirer and the Hirer will take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Hirer's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Hirer will provide the Employment Business with a copy of any such written statement.
- 3.9. The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the Assignment.

4. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE HIRER

- 4.1. When Introducing an Agency Worker to the Hirer the Employment Business shall inform the Hirer:
 - 4.1.1. of the identity of the Agency Worker;
 - 4.1.2. that the Agency Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;
 - 4.1.3. that the Agency Worker is willing to work in the Assignment; and
 - 4.1.4. the Charges.
- 4.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Agency Worker is Introduced for an Assignment in the same position as one in which the Agency Worker had previously been supplied within the previous 5 business days and such information has already been given to the Hirer, unless the Hirer requests that the information be resubmitted.

5. TIMESHEETS

At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less) the Hirer shall sign the Employment Business' timesheet verifying the number of hours worked by the Agency Worker during that week.

- 5.1. Signature of the timesheet by the Hirer is confirmation of the number of hours worked. If the Hirer is unable to sign a timesheet produced for authentication by the Agency Worker

because the Hirer disputes the hours claimed, the Hirer shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Agency Worker. **Failure to sign the timesheet does not absolve the Hirer of its obligation to pay the Charges in respect of the hours worked.**

- 5.2. The Hirer shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Agency Worker. In the event that the Hirer is dissatisfied with the Agency Worker the provisions of clause 10.1 below shall apply.

6. CHARGES

The Hirer agrees to pay the Charges as notified to and agreed with the Hirer. The Charges are calculated according to the number of hours worked by the Agency Worker (to the nearest quarter hour) and comprise the following:

- 6.1.1. the Agency Worker's hourly rate of pay;
 - 6.1.2. an amount equal to any paid holiday leave to which the Agency Worker is entitled under the Working Time Regulations and, where applicable, the Agency Workers Regulations and which is accrued during the course of an Assignment;
 - 6.1.3. any other amounts to which the Agency Worker is entitled under the Agency Workers Regulations, where applicable;
 - 6.1.4. employer's National Insurance contributions;
 - 6.1.5. any travel, hotel or other expenses as may have been agreed with the Hirer or, if there is no such agreement, such expenses as are reasonable; and
 - 6.1.6. the Employment Business' commission, which is calculated as a percentage of the Agency Worker's hourly rate.
 - 6.1.7. A cancellation fee is applicable where any shift is cancelled within 24 hours of the start time as given by the Hirer. The fee will be equivalent to that of the full shift booked at the agreed charge rate.
 - 6.1.8. a mileage charge of 0.25pence per mile will be applicable.
- 6.2. The Employment Business reserves the right to vary the Charges agreed with the Hirer, by giving written notice to the Hirer:
- 6.2.1. in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations; and/or
 - 6.2.2. if there is any variation in the Relevant Terms and Conditions.
- 6.3. The Charges are invoiced to the Hirer on a weekly basis and are payable within 14 days.
- 6.4. In addition to the Charges, the Hirer will pay the Employment Business an amount equal to any bonus that the Hirer awards to the Agency Worker in accordance with clause 3.5 immediately following any such award and the Employment Business will pay any such bonus to the Agency Worker. For the avoidance of doubt, the Hirer will also pay any employer's National Insurance Contributions and the Employment Business' commission on the bonus (calculated using the same percentage rate as that used under clause 6.1.6) in addition to any bonus payable to the Agency Worker.
- 6.5. VAT is payable at the applicable rate on the entirety of the Charges and all sums payable under clause 6.4.
- 6.6. The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 6.7. No refunds are payable in respect of the Charges of the Employment Business.
- 6.8. The Hirer's obligations under this clause 6 shall be performed without any right of the Hirer to invoke set-off, deductions, withholdings or other similar rights.

7. PAYMENT OF THE AGENCY WORKER

The Employment Business assumes responsibility for paying the Agency Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Agency Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

8. TRANSFER FEES

8.1. The Hirer shall be liable to pay a Transfer Fee if the Hirer Engages an Agency Worker Introduced by the Employment Business other than via the Employment Business or introduces the Agency Worker to a third party and such introduction results in an Engagement of the Agency Worker by the third party other than via the Employment Business and:

8.1.1. where the Agency Worker has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or

8.1.2. where the Agency Worker has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Hirer.

The Transfer Fee will be calculated in accordance with Schedule 2.

8.2. If the Hirer wishes to Engage the Agency Worker other than via the Employment Business without liability to pay a Transfer Fee, the Hirer may, on giving two weeks written notice to the Employment Business, engage the Agency Worker for the Period of Extended Hire specified in Schedule 2.

8.3. During such Period of Extended Hire the Employment Business shall supply the Agency Worker on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 8.2; and the Hirer shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Agency Worker for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Hirer does not wish to hire the Agency Worker on the same terms as the Assignment; but the Agency Worker is Engaged by the Hirer, the Hirer shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Hirer during any part of the Period of Extended Hire worked by the Agency Worker before being Engaged by the Hirer. If the Hirer fails to give notice of its intention to Engage the Agency Worker other than via the Employment Business before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.

8.4. Where prior to the commencement of the Hirer's Engagement other than via the Employment Business the Employment Business and the Hirer agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 2 pro-rata. Such reduction is subject to the Hirer Engaging the Agency Worker for the agreed fixed term. Should the Hirer extend the Agency Worker's Engagement or re-Engage the Agency Worker within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.

8.5. No refund of the Transfer Fee will be paid in the event that the Engagement of the Agency Worker other than via the Employment Business by the Hirer or by a third party to which the Hirer introduces the Agency Worker terminates or terminates before the end of the fixed term referred to in clause 8.4.

8.6. VAT is payable in addition to any Transfer Fee due.

9. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

9.1. Where:

- 9.1.1. the Agency Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Hirer copies of any relevant qualifications or authorisations of the Agency Worker; and
- 9.1.2. in addition, where the Assignment involves working with, caring for or attending one or more Vulnerable Persons, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies to the Hirer of two references from persons who are not relatives of the Agency Worker and who have agreed that the references they provide may be disclosed to the Hirer; and such other reasonably practicable steps as are required to confirm that the Agency Worker is suitable for the Assignment. If the Employment Business has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Hirer of the steps it has taken to obtain this information in any event.
- 9.2. The Hirer shall advise the Employment Business at the time of instructing the Employment Business to supply an Agency Worker whether during the course of the Assignment, the Agency Worker will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable.
- 9.3. The Hirer shall assist the Employment Business by providing any information required to allow the Employment Business to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable and to allow the Employment Business to select a suitable Agency Worker for the Assignment.
- 9.4. In particular in the event that the Hirer removes an Agency Worker from an Assignment in circumstances which would require the Employment Business to provide information to the Independent Safeguarding Authority (or the equivalent authority) under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007, the Hirer will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

10. UNSUITABILITY OF THE AGENCY WORKER

- 10.1. The Hirer undertakes to supervise the Agency Worker sufficiently to ensure the Hirer's satisfaction with the Agency Worker's standards of work. If the Hirer reasonably considers that the services of the Agency Worker are unsatisfactory, the Hirer may terminate the Assignment either by instructing the Agency Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Agency Worker. The Employment Business may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Agency Worker, provided that the Hirer has notified the Employment Business immediately that they have asked the Agency Worker to leave the Assignment or the Assignment terminates:
 - 10.1.1. within 4 hours of the Agency Worker commencing the Assignment where the Assignment is for more than 7 hours; or
 - 10.1.2. within 2 hours for Assignments of 7 hours or less;and provided that notification of the unsuitability of the Agency Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.
- 10.2. The Employment Business shall notify the Hirer immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that any Agency Worker supplied to the Hirer is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability.

Notwithstanding, the Hirer shall remain liable for all Charges incurred prior to the termination of the Assignment.

- 10.3. The Hirer shall notify the Employment Business immediately and without delay and in any event within half an hour if the Agency Worker fails to attend work or has notified the Hirer that they are unable to attend work for any reason.

11. TERMINATION OF THE ASSIGNMENT

Any of the Hirer, the Employment Business or the Agency Worker may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Hirer, who shall be liable for any Charges due under clause 6 above).

12. CONFIDENTIALITY AND DATA PROTECTION

- 12.1. All information relating to an Agency Worker is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.
- 12.2. The Employment Business undertakes to keep confidential all Relevant Terms and Conditions that the Hirer discloses to the Employment Business and not to use such information except for the purposes of compliance with the Agency Workers Regulations (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Agency Worker or any AWR Claim).
- 12.3. Information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

13. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Hirer. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Agency Worker shall execute all such documents and do all such acts in order to give effect to the Hirer's rights pursuant to this clause.

14. LIABILITY

- 14.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from the Agency Worker and to provide the same in accordance with the Assignment details as provided by the Hirer, no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker or if the Agency Worker terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 14.2. Agency Workers supplied by the Employment Business pursuant to these Terms are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision and direction of the Hirer from the time they report to take up duties and for the duration of the Assignment. The Hirer agrees to be responsible for all acts, errors or omissions of the Agency Worker, whether wilful, negligent or otherwise as though the Agency Worker was on the payroll of the Hirer.
- 14.3. The Hirer shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Agency Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Agency Worker is to fill the Assignment.

- 14.4. The Hirer will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the Working Time Regulations, Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, by-laws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff (excluding the matters specifically mentioned in clause 7 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Agency Worker during all Assignments.
- 14.5. The Hirer undertakes not to request the supply of an Agency Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Hirer to perform the duties of a person on strike or taking official industrial action.
- 14.6. The Hirer shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with, and/or as a result of any breach of, these Terms by the Hirer.
- 14.7. The Hirer shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Hirer as soon possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the Hirer.
- 14.8. If the Agency Worker brings, or threatens to bring, any AWR Claim, the Hirer undertakes to take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business and at the Hirer's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

15. 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, 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.

16. 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.

17. GOVERNING LAW AND JURISDICTION

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

Signed for and on behalf of the Hirer

[print name here]

I confirm I am authorised to sign these Terms for and on behalf of the Hirer.

Date

SCHEDULE 1:

"COMPARABLE EMPLOYEE", "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

"Comparable Employee" means as defined in Regulation 5(4) of the Agency Workers Regulations being an employee of the Hirer who:

- (a) works for and under the supervision of the Hirer and is engaged in the same or broadly similar work as the Agency Worker having regard, where relevant, to whether the employee and the Agency Worker have a similar level of qualification and skill; and
- (b) works or is based at the same establishment as the Agency Worker or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements.

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

- (a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
- (b) the break is:
 - (i) for any reason and not more than six Calendar Weeks;
 - (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
 - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
 - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
 - i. ordinary, compulsory or additional maternity leave;
 - ii. ordinary or additional adoption leave;
 - iii. ordinary or additional paternity leave;
 - iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
 - v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
 - (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
 - (vi) wholly due to a temporary cessation in the Hirer's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Hirer;
 - (vii) wholly due to a strike, lock-out or other industrial action at the Hirer's establishment; or
 - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and

(c) the Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the Hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Hirer after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i., ii, or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

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

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

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

SCHEDULE 2: TRANSFER FEES

The Transfer Fee referred to in clause 8 shall be calculated as follows: 15% of the Remuneration payable to the Agency Worker during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the Charges multiplied by 400.

The Period of Extended Hire, referred to in clause 8, before the Hirer Engages an Agency Worker shall be: 13 weeks.

ELITE NURSING SERVICES

COMPLAINTS POLICY

In providing a high standard of service Elite Nursing Services will aim to give quality satisfaction to our Members and Service Users alike. The complaint procedure has been devised to help eliminate any problems, which may arise from this service. It enables Service Users to complain about the provision of care in a formal manor to the Agencies Management, Social Services and Health and Healthcare Trusts. The following Criteria are to be used as guidelines:

In the first instance verbal communication of the problem is to be given to a member of the Elite Nursing Services staff this will be documented and advice sought from the Agencies Management. The complaint will only become formal once all recourses of the informal channel have been met.

Secondly written confirmation to be sent to,

Mrs Angela Osborne
The Manager
Elite Nursing Services
Gladstone House
Gladstone Drive
Soundwell
Bristol
BS16 4RU
Telephone 0117 9564511

On receiving a letter of complaint, ENS will acknowledge the complaint within 24hrs and endeavor to resolve the problem within 28 working days.

In instances where the Company is involved, a meeting with a Director will be convened and all letters and details of telephone conversations concerning complaints will be kept for reference purposes.

Sarah Walters 01/2011

ELITE NURSING SERVICES

TELEPHONE COVER POLICY

- ENS will provide 24 hours telephone cover for Members and Service Users. Confidentiality will be maintained at all times.
- When a requirement becomes available, every effort will be made to ensure that the position is covered within 30 minutes.
- Members must identify whether they mind having a early morning call at interview.
- The telephone cover also relates to any emergency calls from Members and Service Users who wish to seek advice.
- Should a Member cancel a shift the Service user will be informed immediately, irrespective of time. Every effort will be made to find an alternative Member to cover the cancelled shift.