

Dear Colleague,

Thank you for contacting Sonographers Medical, with a view to performing locum work through our offices. We intend to do all we can to make your preparation for leaving and working experience in the UK as straightforward and enjoyable as possible.

The attached application pack should provide us with all the information necessary to complete your registration with us. While we recognise that it represents quite a bit of work on your part, you will appreciate we are obliged to ensure any staff employed are fully competent in their role, so risks to patients are minimised.

As well as this completed application form, a current Curriculum Vitae (CV) is invaluable to us and we would request you send a copy to us in the enclosed envelope. Your CV is what is emailed to prospective employers and should be concise yet give clear and complete understanding of your qualifications, skills and experience. If you would like advice about writing your CV, please feel free to contact us.

In order that we adhere to UK Government guidelines, we require all staff wishing to work in the UK, to apply for a Police check here in NZ. You will find enclosed an application form. Please complete this and return this form to us.

In addition Sonographers Medical UK require all prospective locums to have been cleared with the Criminal Records Bureau in the UK, regardless of having lived in the United Kingdom before or not. Locums are unable to be placed until clearance is obtained and this can take up to 5 weeks. We have these forms at our offices together with the accompanying instructions, so please contact us for this.

We will be verifying your qualifications with the appropriate University / Polytechnic and also contacting your referees, so please sign the enclosed form giving us authorisation to do so. If you do not wish your referees to be contacted by us until a later date, please let us know. Please advise your referees you will need references for BOTH this application form AND Health Professions Council registration.

Applying for registration in the UK with the Health Professions Council (HPC) can be a complex and time consuming procedure. We suggest you allow between 6-12 months for this process to be completed. We are happy to send applications forms to you, or alternatively, you can print them via their website www.hpc-uk.org

Before departing for the United Kingdom, we also require a certified copy of your right to live and work in the UK (ie UK/ EU Passport or Skilled Migrant Entry Visa, Grandparent Entry Visa, or Spouse Entry Visa within a current NZ passport). This may be mailed to us at a later date. Please contact us if you require information regarding Visas and Passports.

In the application pack are 2 copies of our Terms and Conditions, and the 48 Hr Opt Out Agreement. Please keep one copy for your own records and sign and return the other.

Many locums choose to work through their own Limited Company. This option has considerable tax advantages and can result in a significant increase in your take home pay. We fully support Locums working through such a scheme and are pleased to offer advice if you would like to consider this option.

As I have worked in the UK as a Sonographer, I understand the joys and frustrations of living and working in the UK and with that knowledge, wish to provide you with a personal, friendly service ensuring you get the most out of your time in the UK. For this reason, and if you have any difficulties in completing the application form, or if there are areas not covered in the enclosed literature, please feel free to contact me on my home number, (03) 331 6017, or mobile 021 2988 099

I look forward to hearing from you, or receiving your application in due course.

Kindest regards

Sandra Hellewell

Checklist

- Completed Sonographers Medical application form.
- Passport photo (Signed on the back).
- Completed “Immunisation status” forms
- Certified copy of your Professional qualifications.
- Certified copy of your photo page from your NZ passport.
- Certified copy of your UK visa/passport/right of abode to prove your eligibility to work in the UK.
- Two professional references.
- Signed NZ police check form.
- Signed authorisation form for Sonographers Medical to contact referees and verify qualifications.
- Signed ‘Terms of engagement’.
- Current CV.
- A copy of your HPC certificate once registration is approved.
- Evidence of a name change (eg certified marriage certificate) if your documents are in more than one name.
- Contact Sonographers Medical NZ Ltd for a UK Criminal Records Bureau form .



REGISTRATION FORM.

SONOGRAPHERS medical

Please complete all relevant sections
using block capitals, in black ink.

Please enclose a recent Passport
Sized Photograph, with your name
written clearly on its reverse side.

PERSONAL DETAILS.

Profession: Date of Birth: / / Sex: M / F
Title: Surname:
Forenames:
Contact Address:
..... Post Code:
Telephone N^o – Home: Work: Ext / Bleep:

Email Address:

Do you monitor your email frequently? YES NO
Would you like us to use email as our normal means of contact for general news? YES NO
Would you like to be added to our email newsletter? YES NO

National Insurance Number: __ / __ / __ / __ / __ P45 Enclosed? YES NO
(Once in the UK)

NEXT OF KIN DETAILS.

Title: First Names: Surname:
Address:
.....
Relationship: Contact Number:

PROOF OF IDENTITY .

To ensure we comply with UK National Legislation, you are required to enclose certified copies of your passport or a photo driving licence, any visa or work permit pertaining to your presence in the UK, and a utility bill of less than three months old addressed in your name. (Certified by; a Justice of the Peace (JP) a Lawyer , a Police Officer , member of the British Consular/High Commission/Embassy,).

Nationality: Are you a British Citizen / E C National? YES NO
If no, what entry stamp was put on your passport by immigration?
Are there restrictions on your passport / visa limiting your Right to Work in the UK? YES NO
Are you subject to Work Permit Provisions? YES NO

If you do not understand the questions given above, explain why you have a Right To Work in the UK and supply copies of any relevant paperwork.

Please help us monitor the effectiveness of our equal opportunities policy by stating your origins:-

European. American. Australasian. African. Asian

STATE REGISTRATIONS.

Health Professions Council

Registered Name: Registration Number: Valid Until:

Association of Operating Department Practitioners

Registered Name: Registration Number: Valid Until:

Alternative State Registration.

Organisation:

Registered Name: Registration Number: Valid Until:

Please ensure you forward us copies of your State Registration annually.

PROFESSIONAL COLLEGES, SOCIETIES, UNIONS.

Name of Organisation:	Type of Membership.	Number.	Renewal Date.
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LANGUAGE SKILLS.

Language Spoken. Level of Fluency.

Language Spoken. Level of Fluency.

Language Spoken. Level of Fluency.

ADDITIONAL SKILLS & QUALIFICATIONS.

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UK BANK DETAILS.

We can assist you in setting up a UK bank account if required

Account Name: Account Number:

Sort Code: (Six digits in format XX – XX – XX)

Name of Bank:

Bank Address: Post Code:

CPD DECLARATION FORM.

Continuing Professional Development (CPD) is the corner stone of any policy to ensure Practitioners maintain their competence to practice.

At **SONOGRAPHERS Medical**, we strongly believe that every locum should keep a detailed CPD portfolio as a permanent record of their activities. We aim to assist in this process in any way we can, including by requesting regular updates of CPD undertaken.

Please complete this form as fully as possible. Use additional forms as required. Wherever possible supply a copy of any certificate awarded. If these items are digitally stored already, email them to us at Sandra@sonographersmedical.co.nz

CPD Title:

Date: **Organiser:**

Reflective comments on learning experience and/or relevance to working practice:

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CPD Title:

Date: **Organiser:**

Reflective comments on learning experience and/or relevance to working practice:

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CPD Title:

Date: **Organiser:**

Reflective comments on learning experience and/or relevance to working practice:

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Please continue on a separate sheet if necessary, and remember to send us annual updates of your CPD activities and State registration.

What are the health requirements for you to be NHS PaSA Compliant?

As you may be aware, when working for an agency you may be asked to provide additional details to those required to work direct in the NHS. These are NHS rules and we can not bypass them. Below are details of what you require in order to provide evidence of immunity.

Varicella: As an agency worker you are required to provide written evidence of chicken pox or shingles. Failing to provide this, you should seek to get immunised against Varicella. A statement is available on the next page for you to sign.

Summary: If you have had chicken pox, you can fill in the self-declaration statement. If you are not immune you should undergo the two part course of the Varicella vaccine. Your GP or Occupational Health dept can do this.

Tuberculosis: As an agency worker you are required to provide evidence that your BCG Scar has been vetted by a suitably trained and experienced occupational health nurse/department. If you do not have a scar you have to provide evidence of Tb skin test.

Summary: Do you have a BCG scar on you arm?

Your Doctor or an OH Nurse can write and sign further on this form saying that the BCG scar is visible. If you do not have a scar then you need to get an appointment with GP or Occ Health dept to arrange a TB skin test and then a BCG if no immunity is apparent.

Rubella, Mumps & Measles: This immunisation now comes in the form of a two part MMR (Measles, Mumps and Rubella). You must have two doses. You will probably have had an initial dose at school, but it is now advised that you are also immunised in your adult life. You can get this done with your GP or Occ health but when it's done you **must** provide proof in the form of a doctors vaccination record, lab report or a letter confirming blood results or MMR vaccination. Documents need to be signed and stamped by Doctors Surgery/Occupational Health Department to be valid

Hepatitis B: The Hep B immunity is a course of 3 injections. When you have had your third, you need to get 'titre' levels taken, to prove that you have above 100 units of Hep B protection in your system. PaSA insists that this is completed before you work.

This is much stricter for agency workers than for NHS staff, who simply need to commence the course.

We need a copy of the report from the lab that tests your blood to say what your levels are. The report may be sent straight to your doctor, so ask for a print out. **VERY IMPORTANT:** To prove that it was your blood that was examined, IVS protocol needs to be followed by the doctor and laboratory. You can show the doctor your photo-identification and make sure it is written on the report "IVS protocol carried out" with a signature by your doctor!

We also need a Hep B Antigen test, to show that you do not currently have Hepatitis. This can be performed at the same time as the antibody test, but you need to ensure it is requested.

Summary: You must provide proof of Hep B immunity by getting a pathology report.

Refusal of HIV and AIDS screening: There is no requirement for you to be screened for these conditions, but you must sign a declaration opting out of such screening.

REMEMBER: TO BE VALID, ALL DOCUMENTS MUST BE IN ENGLISH AND NEED TO BE SIGNED & STAMPED BY THE DOCTORS SURGERY / OCCUPATIONAL HEALTH DEPARTMENT.

OCCUPATIONAL HEALTH MEDICAL QUESTIONNAIRE
CONFIDENTIAL

Information contained within this document is governed by the Data Protection Act 1998. Disclosure of information is only with your informed written consent. Recommendations to your employer will be directed to essential information regarding your health and the hazards and risks of your employment and with due reference to other relevant statutory requirements and professional practice.

You must send to us the following:

Varicella	You must provide a written statement confirm you have had chicken pox or shingles or a blood test result showing Varicella immunity.
Tuberculosis	We require an occupational health/GP certificate of a positive scar or a record of a positive skin test result
Mumps, Measles & Rubella	Certificate of vaccination or blood test result is required showing rubella immunity
Hepatitis B	You must provide a copy of the most recent pathology report showing titre levels of 100lu/l or above if possible or antigen status if titre level is below 100lu/l. The report must be an identified validated sample.
Hepatitis C	Proof of Hepatitis C non-infectivity is required for staff performing exposure prone procedures, therefore please provide an identified validated sample of your most recent UK pathology report
Hepatitis B Surface Antigen	Proof of a negative result

Personal Information & Declaration.

Title: Mr, Mrs, Ms, Miss	Surname	First names	DOB
Home Tel:	Work Tel:	Mobile:	
Home Address:	GP Address:		
The information supplied is true to the best of my belief.			
I agree to inform my employer of any health problems so that my health and safety can be protected whilst at work			
Name	Signature	Date	

Occupational Health Screening History

Name of trust or hospital that gave you most recent screening	
Date of most recent screening	
Were the results in anyway abnormal	
If the results were abnormal please provide details	

Chicken Pox or Shingles

	Date	Yes	No
Have you ever had chicken pox or shingles			

I confirm I have previously had Chicken Pox.

Signature.....

Date.....

Basic Health History		
If your answer to any of these questions is YES or if you are currently taking any medication please provide details in the space below	Yes	No
Is there any aspect of your health which may restrict your ability to work?		
Are you currently or regularly taking any medicines, tablets, special diets, or injections?		
Are you pregnant?		
Is there any aspect of your medical history which an employer should or might wish to know		
Would you need any adjustments to your working environment to pursue your chosen occupation		
Do you have any conditions of vision, hearing or speech which might effect your ability to work		
Have you ever suffered from any mental illness/depression or alcoholism or drug dependency		
Are you attending any hospital for treatment or are you currently on a waiting list for treatment		
Do you now, or have you ever, suffered from or received treatment for:	Yes	No
Respiratory (including asthmatic or allergic) symptoms, disorders or diseases		
Cardiovascular symptoms, disorders or diseases		
Gastrointestinal symptoms, disorders or diseases		
Neurological (including epileptic) symptoms, disorders or diseases		
Psychiatric symptoms, disorders or diseases		
Genitourinary symptoms, disorders or diseases		
Skin symptoms, disorders, diseases including reactions to gloves and glove powder		
Endocrine (including diabetic) symptoms, disorders or diseases		
Haematological symptoms, disorders or diseases		
Recurrent sore throat (including treatment for MRSA infections)		
Bone or Joint symptoms, disorders or diseases (including back pain)		
Imunno-deficiency symptoms e.g. HIV positive diseases or disorders		
Stress related disorders or diseases		
Alcohol/Drug related symptoms, disorders or diseases		
Overseas travel symptoms, disorders or diseases		

Immunisation History			
Have you have any of the following immunisations	Date	Yes	No
Diphtheria			
Poliomyelitis			
Tetanus			

TB History		Yes	No
Have you ever had a positive TB skin test?			
Have you ever had an abnormal chest x-ray?			
Have you recently had the mucous you cough up tested for TB?			
If yes, were you told it was positive?			
Have you ever been told you have Infectious Tuberculosis?			
If yes, how long ago?			
Have you ever been treated with medication for Infectious TB			
Are you still taking TB medicine?			
Did you take all the TB medicine until the health care professional told you that you were finished?			
Do you live with or have you been in close contact with someone who was recently diagnosed with TB? (e.g. roommate, close friend, relative).			

Current TB Symptoms		
Do you have a cough that has lasted longer than three weeks?		
Do you cough up blood or mucous?		
Have you lost your appetite? Aren't hungry?		
Have you lost weight (more than 10 pounds) in the last two months? With out trying to?		
Do you have night sweats (need to change the sheets or your clothes because they are wet)?		
Details:		

Tuberculosis: As an agency worker you are required to provide evidence that your BCG Scar has been vetted by a suitably trained and experienced occupational health nurse/department. If you do not have a scar you have to provide evidence of Tb skin test.

Summary: Do you have a BCG scar on you arm?

Your Doctor or a Nurse can sign below, or write and a note saying "BCG scar is visible on arm". If you do not have a scar then you need to get an appointment with GP or Occ Health dept to arrange a TB skin test and then a BCG if no immunity is apparent. **It is vital that the a surgery stamp and the Pin numbers are given.**

BCG Sighted			
Yes	No	Date	Tel:
			Surgery Stamp
Sighted by: (Print Full Name)			
GMC OR NMC PIN Number:			
Signature			

IMPORTANT A health care worker who has any reason to believe they may have been exposed to infection with HIV or Hepatitis C, in whatever circumstances, must seek and follow confidential advice from the Occupational Health Services. Failure to do so, may breach the duty of care to patients.

HIV / AIDS				
Have you had a HIV blood Test	Yes	No	Date	Result:

Do you have reason to believe that you may have been exposed to HIV infection in any of the circumstances listed below?

1. If you are male, engaging in unprotected sexual intercourse with another man;
2. Having unprotected intercourse in, or with a person who has been exposed in a country where transmission of HIV through sexual intercourse between men and women is common;
2. Shared injecting equipment while mis-using drugs.
3. Engaged in invasive medical, surgical, dental or midwifery procedures in parts of the world where infection control precautions may have been inadequate, or with populations with a high prevalence of HIV infection;
4. Had significant Occupational exposure to HIV infected material in any circumstances.
6. Had unprotected sexual intercourse with someone of any of the above categories.

YES	NO	Discuss further	Notes:
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A validated sample of blood is required for HIV testing for the following category of employee. Please send documentation with this form if you have been tested. If you have not been tested:

- All EPP (Exposure Prone procedures) workers who are new to the NHS and who will perform EPPs.
- Existing workers who are new to EPP

All health care workers who are new to the NHS will be offered an HIV antibody test.

HEPATITIS C				
Have you had a Hepatitis C antibody check	Yes	No	Date	Result:

Do you have reason to believe that you may have been exposed to Hepatitis C infection in any of the circumstances listed below?

1. Receipt of unscreened blood or untreated plasma products (in the UK before Sept 1991 and 1986 respectively);
2. The sharing of injecting equipment while using drugs;
3. Having been occupationally exposed to the blood of patients known to be infected with hepatitis C, or deemed to be at high risk of infection, by sharps or other injuries (and not subsequently screened and shown to be non-infectious);
4. Receiving medical or dental treatment in countries where hepatitis C is common and infection control precautions may be inadequate.

YES	NO	Discuss further	Notes:
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A validated sample of blood is required for Hepatitis C antibody testing for the following category of employee. Please send documentations with this form if you have been tested:

- All EPP (Exposure Prone procedures) workers who are new to the NHS and who will perform EPPs.
- Existing workers who are new to EPP

All health care workers who are new to the NHS will be offered a Hepatitis C antibody test.

Additional Information		
Have you been on holiday in the last two years? If so, please complete fill in the details below		
Country Visited	Date	Duration of stay
Have you worked in a TB Prevalent area, or where HIV is prevalent in the last 3 years?		
Country Visited	Date	Duration of stay

Please note: This section must be completed if screening is refused or proof not available

Forename	Surname
Address:	Date of Birth

Refusal of HIV Screening Form (For Non Exposure Prone Procedure Workers)

I hereby confirm that I refuse to undergo a HIV Screening

I also accept that Sonographers Medical have informed me of the risk of working without HIV Screening.

Signature..... Date.....

Risk of contracting HIV:

Listed below are ways that you might have been exposed to HIV in the past or in the future:

- If they are male, engaging in unprotected sexual intercourse with another man;
- having unprotected intercourse in, or with a person who had been exposed in a country where transmission of HIV through sexual intercourse between men and women is common;
- sharing injecting equipment while misusing drugs;
- having a significant occupational exposure to HIV-infected material in any circumstances;
- engaging in invasive medical, surgical, dental or midwifery procedures, either as a practitioner or patient, in parts of the world where infection-control precautions may have been inadequate, or with populations with a high prevalence of HIV infection;
- engaging in unprotected sexual intercourse with someone in any of the above categories.

Refusal of Hep C Screening Form (For Non Exposure Prone Procedure Workers)

I hereby confirm that I refuse to undergo a Hep C Screening .

I also accept that Sonographers Medical have informed me of the risk of working Hep C Screening.

Signature..... Date.....

Risk of contracting Hep C:

Listed below are ways that you might have been exposed to hepatitis C:

- receipt of unscreened blood or untreated plasma products (in the UK before September 1991 and 1986 respectively);
- sharing of injecting equipment while using drugs;
- having been occupationally exposed to the blood of patients known to be infected with Hep C, or deemed to be at high risk of infection, by sharps or other injuries (and not subsequently screened and shown to be non-infectious); receiving medical or dental treatment in countries where hepatitis C is common and infection-control precautions may be inadequate

Criminal Records Bureau (UK)

SONOGRAPHERS Medical UK is registered with the Criminal Records Bureau and in line with the Government initiative, now requires all staff to undergo a formal Police Records Check, at the level of a “Standard Disclosure” every two years.

Most of the placements we arrange are for clients who are exempt from the provision of section 4(2) of the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendments) Order 1986. Locums are therefore required to divulge details of all convictions which for other purposes are ‘Spent’ under the provisions of the Act. Any information given will be treated as strictly confidential and considered only in relation to placements for which the Order applies.

Our UK branch requires that all New Zealanders planning to work in the United Kingdom, undergo a Police check here in New Zealand. Sonographers Medical NZ Limited is a NZ Police Approved agency for vetting staff and requires you only to fill out the enclosed form and return in the envelope provided.

SONOGRAPHERS Medical will adhere to the CRB Code of Practice, a copy of which can be obtained from the CRB or from ourselves. The detailed results of the Disclosure will NOT be sent to prospective employers. If the Disclosure records NO convictions, prospective employing Trusts will be told that a “Clean” Disclosure was obtained. If, alternatively, the results are considered unsatisfactory, you will be informed and given the opportunity to discuss them.

Please note. – The presence of a conviction in the past does not make you unsuitable for employment through **SONOGRAPHERS Medical**. Attempting to ‘hide’ such a conviction would not be acceptable however.

In addition to completing the CRB form, Please sign below if you have no such convictions to declare. Otherwise please contact us for additional information.

I have no convictions to declare (excluding any vehicle parking & speeding violations) and, to the best of my knowledge, no such conviction are currently pending a court decision or police investigation.

(Signed) Date

Please Print Full Name:

ADDITIONAL INFORMATION

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AVAILABILITY.

Dates Available for Locum Work (if known):

In which parts of the Country are you prepared to work:

Type of Work Preferred: Full Time / Part time / Annual Holidays / Weekends / Other :

If available, would you require accommodation ? Yes No

Do you hold a current UK acceptable Driving Licence ? Yes No

Do you have you own Transport available ? Yes No

Any additional information regarding Placements:

REFERENCES: - Please give the name and Address Details of two work Referees and, if possible, ask them to complete one of the enclosed Reference Sheets.

Name: Title: Address: Post Code: Telephone: Name: Title: Address: Post Code: Telephone:

DECLARATION. (Please sign before returning).

I declare that the information given herein is true and complete and is not presented in a way intended to mislead. Furthermore, I am not aware of any condition, medical or otherwise, which could limit or affect my employment or performance. I agree that if I have given false or misleading information, or have omitted to provide relevant information, this may result in termination of assignment with out notice, as well as a claim for recovery of all payments I have received, together with a claim for loss of profits to SONOGRAPHERS Medical.

I acknowledge that I have received a copy of the current Terms and Conditions of Employment issued by SONOGRAPHERS Medical, which is mine to keep, and that I have read those Terms and agree to abide by them.

Signed: Date:

Please Print Full Name:

Send this form together with the required documentation to:

SONOGRAPHERS Medical NZ Ltd, 54 Longhurst Tce, Cashmere Christchurch 8022.

CONSENT TO DISCLOSURE OF INFORMATION

Licensing & Vetting Service Centre
Office of the Commissioner
PO Box 3017
WELLINGTON

I
(Surname) (Fore Names)

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(Maiden or any other names used)

Sex.....(M/F) Date and place of birth.....

Nationality..... Residential Address.....

Suburb..... City.....

NZ Drivers Licence number.....

Hereby consent to the disclosure by the New Zealand Police of any information they may have pursuant to this application, to Sonographers Medical NZ. I understand that any record of criminal convictions I might have, will automatically be concealed if I meet the eligibility criteria stipulated in Section 7 of the Criminal Records (Clean Slate) Act 2004.

Signed..... Date.....

COMMENTS OF THE NEW ZEALAND POLICE

CONSENT TO CONTACT REFEREES AND VERIFY QUALIFICATIONS

I
(surname) (forenames)

.....
(maiden or any other names used)

hereby consent to Sonographers Medical NZ Limited contacting my named referees and verifying my qualifications by contacting my University / Polytechnic.

Signed

Date

PROFESSIONAL REFERENCE FOR

Position Held.

Period of Employment.

Reason for Leaving. (If known).

Please comment on this Practitioners:

Professional abilities.

Professional knowledge.

Ability to work unsupervised.

Willingness to learn.

Willingness to teach.

Relationship with colleagues.

Relationship with patients.

Reliability.

Honesty-

Punctuality.

General Appearance.

Would you re-employ this Practitioner ?

Would you like to make any further comments

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Name of Referee Signed

Position Date / /

Hospital

Note: A copy of this Reference may be forwarded to any prospective employer of the Practitioner

PROFESSIONAL REFERENCE FOR

Position Held.

Period of Employment.

Reason for Leaving. (If known).

Please comment on this Practitioners:

Professional abilities.

Professional knowledge.

Ability to work unsupervised.

Willingness to learn.

Willingness to teach.

Relationship with colleagues.

Relationship with patients.

Reliability.

Honesty-

Punctuality.

General Appearance.

Would you re-employ this Practitioner ?

Would you like to make any further comments

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Name of Referee Signed

Position Date / /

Hospital

Note: A copy of this Reference may be forwarded to any prospective employer of the Practitioner

TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

1. DEFINITIONS

1.1. In these Terms of Engagement the following definitions apply:-

“Assignment” means the period during which the Temporary Worker is supplied to render services to the Client;

“Client” means the person, firm or corporate body requiring the services of the Temporary Worker [together with any subsidiary or associated company as defined by the Companies Act 1985];

“Employment Business” means **SONOGRAPHERS Medical** of:
224 Roding Lane South. Redbridge. Essex. IG4 5PP.

“Temporary Worker” means the individual whose services are supplied by the Employment Business to the Client.

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.

2. THE CONTRACT

2.1. These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

2.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from his remuneration in accordance with clause 4.1.

2.3. No variation or alteration of these Terms shall be valid unless approved by the Employment Business in writing.

3. ASSIGNMENTS

3.1. The Employment Business will endeavor to obtain suitable Assignments for the Temporary Worker to work as a Sonographer

3.2. The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability shall be determined solely by the Employment Business; and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category.

3.3. For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.

3.4. If during the course of an Assignment or within 12 weeks after the end of an Assignment the Client wishes to employ the Temporary Worker direct, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client an introduction fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be employed direct by the Client without further charge to the Client.

4. REMUNERATION

- 4.1. The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £23.50. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Section 134 of the Income and Corporation Taxes Act 1988 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.
- 4.2. Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

5. STATUTORY LEAVE

- 5.1. For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences on the date that the Temporary Worker starts an Assignment or a series of Assignments.
- 5.2. Under the Working Time Regulations 1998, the Temporary Worker is entitled to 4 weeks' paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.
- 5.3. Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an assignment will be calculated in accordance with and paid in proportion to the number of hours which he has worked on Assignment.
- 5.4. Where this contract is terminated by either party and a P45 is requested the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.3 above
- 5.5. None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

6. SICKNESS ABSENCE

- 6.1. The Temporary Worker may be eligible for Statutory Sick Pay provided that he meets the relevant statutory criteria.
- 6.2. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.

7. TIME SHEETS

- 7.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business his time sheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Client. Failure to submit a time sheet for hours worked may delay payment for those hours.
- 7.2. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which he is carrying out his activities or duties for the Client as part of the Assignment. Time spent traveling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary worker's working time for these purposes.

8. CONDUCT OF ASSIGNMENTS

- 8.1. The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every Assignment and afterwards where appropriate, he will:-
- a) co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's Organisation;
 - b) observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
 - c) take all reasonable steps to safeguard his own health and safety and that of any other person who may be present or be affected by his actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
 - d) not engage in any conduct detrimental to the interests of the Client;
 - e) not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.
- 8.2. If the Temporary Worker is unable for any reason to attend work during the course of an Assignment he should inform the Client or the Employment Business within one hour of the commencement of the Assignment or shift.

9. TERMINATION

- 9.1. The Employment Business or the Client may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time.
- 9.2. The Temporary Worker may terminate an Assignment at any time without prior notice or liability.
- 9.3. If the Temporary Worker does not inform the client or the Employment Business [in accordance with clause 9.2] should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him from complying with clause 9.2.
- 9.4. If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated the employment business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.
- 9.5. If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period of three weeks, the Employment Business will forward his P45 to his last known address.

10. LAW

- 10.1. These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England

Signed by the Temporary Worker

Date _____

Please sign one copy of this form and return with your Application Pack. Retain the other copy for your records.

48 HOUR OPT OUT AGREEMENT

For use with Terms of Engagement of Temporary Workers

1. DEFINITIONS

1.1. In this Agreement the following definitions apply:-

“Assignment” means the period during which the Worker is engaged to render services to the Client;

“Client” means the person, firm or corporate body engaging the services of the Worker;

“Employment Business” means **SONOGRAPHERS Medical** of:
224 Roding Lane South. Redbridge. Essex. IG4 5PP.

“Temporary Worker” means the individual whose services are supplied by the Employment Business to the Client.

“Working Week” means an average of 48 hours each week calculated over a 17-week reference period.

1.2. References to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

2. RESTRICTION

2.1. The Working Time Regulations 1998 provide that the Temporary Worker shall not work on an Assignment with the Client in excess of the Working Week unless he agrees in writing that this limit should not apply.

3. CONSENT

3.1. The Temporary Worker hereby agrees that the Working Week limit shall not apply to the Assignment.

4. WITHDRAWAL OF CONSENT

4.1. The Temporary Worker may end this Agreement by giving the Employment Business 1 week notice in writing.

4.2. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with a Client.

4.3. Upon the expiry of the notice period set out in clause 4.1 the Working Week limit shall apply with immediate effect.

5. THE LAW

5.1. These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Court of England.

Signed by the Temporary Worker

Date _____

Please sign one copy of this form and return with your Application Pack, if you wish to opt out of the 48 hour maximum Working Week. Retain the other copy for your records.

TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

11. DEFINITIONS

11.1. In these Terms of Engagement the following definitions apply:–

- “Assignment”** means the period during which the Temporary Worker is supplied to render services to the Client;
- “Client”** means the person, firm or corporate body requiring the services of the Temporary Worker [together with any subsidiary or associated company as defined by the Companies Act 1985];
- “Employment Business”** means **SONOGRAPHERS Medical** of:
224 Roding Lane South. Redbridge. Essex. IG4 5PP.
- “Temporary Worker”** means the individual whose services are supplied by the Employment Business to the Client.

11.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

11.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

12. THE CONTRACT

12.1. These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

12.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from his remuneration in accordance with clause 4.1.

12.3. No variation or alteration of these Terms shall be valid unless approved by the Employment Business in writing.

13. ASSIGNMENTS

13.1. The Employment Business will endeavor to obtain suitable Assignments for the Temporary Worker to work as a Sonographer

13.2. The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability shall be determined solely by the Employment Business; and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category.

13.3. For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.

13.4. If during the course of an Assignment or within 12 weeks after the end of an Assignment the Client wishes to employ the Temporary Worker direct, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client an introduction fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be employed direct by the Client without further charge to the Client.

14. REMUNERATION

- 14.1. The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £23.50. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Section 134 of the Income and Corporation Taxes Act 1988 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.
- 14.2. Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

15. STATUTORY LEAVE

- 15.1. For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences on the date that the Temporary Worker starts an Assignment or a series of Assignments.
- 15.2. Under the Working Time Regulations 1998, the Temporary Worker is entitled to 4 weeks' paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.
- 15.3. Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an assignment will be calculated in accordance with and paid in proportion to the number of hours which he has worked on Assignment.
- 15.4. Where this contract is terminated by either party and a P45 is requested the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.3 above
- 15.5. None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

16. SICKNESS ABSENCE

- 16.1. The Temporary Worker may be eligible for Statutory Sick Pay provided that he meets the relevant statutory criteria.
- 16.2. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.

17. TIME SHEETS

- 17.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business his time sheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Client. Failure to submit a time sheet for hours worked may delay payment for those hours.
- 17.2. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which he is carrying out his activities or duties for the Client as part of the Assignment. Time spent traveling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary worker's working time for these purposes.

18. CONDUCT OF ASSIGNMENTS

- 18.1. The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every Assignment and afterwards where appropriate, he will:–
- f) co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's Organisation;
 - g) observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
 - h) take all reasonable steps to safeguard his own health and safety and that of any other person who may be present or be affected by his actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
 - i) not engage in any conduct detrimental to the interests of the Client;
 - j) not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.
- 18.2. If the Temporary Worker is unable for any reason to attend work during the course of an Assignment he should inform the Client or the Employment Business within one hour of the commencement of the Assignment or shift.

19. TERMINATION

- 19.1. The Employment Business or the Client may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time.
- 19.2. The Temporary Worker may terminate an Assignment at any time without prior notice or liability.
- 19.3. If the Temporary Worker does not inform the client or the Employment Business [in accordance with clause 9.2] should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him from complying with clause 9.2.
- 19.4. If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated the employment business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.
- 19.5. If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period of three weeks, the Employment Business will forward his P45 to his last known address.

20. LAW

- 20.1. These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England

Signed by the Temporary Worker

Date _____

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48 HOUR OPT OUT AGREEMENT

For use with Terms of Engagement of Temporary Workers

6. DEFINITIONS

6.1. In this Agreement the following definitions apply:-

“Assignment” means the period during which the Worker is engaged to render services to the Client;

“Client” means the person, firm or corporate body engaging the services of the Worker;

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“Temporary Worker” means the individual whose services are supplied by the Employment Business to the Client.

“Working Week” means an average of 48 hours each week calculated over a 17-week reference period.

6.2. References to the singular include the plural and references to the masculine include the feminine and vice versa.

6.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

7. RESTRICTION

7.1. The Working Time Regulations 1998 provide that the Temporary Worker shall not work on an Assignment with the Client in excess of the Working Week unless he agrees in writing that this limit should not apply.

8. CONSENT

8.1. The Temporary Worker hereby agrees that the Working Week limit shall not apply to the Assignment.

9. WITHDRAWAL OF CONSENT

9.1. The Temporary Worker may end this Agreement by giving the Employment Business 1 week notice in writing.

9.2. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Temporary Worker of an Assignment with a Client.

9.3. Upon the expiry of the notice period set out in clause 4.1 the Working Week limit shall apply with immediate effect.

10. THE LAW

10.1. These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Court of England.

Signed by the Temporary Worker

Date _____

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