



## Hospital Welcome Pack



## **Bluecross Locums Customer Service Standards**

Customer Service standards at Bluecross Locums need to be of the highest standards at all times. This is to ensure that the reputation and image of Bluecross Locums is always enhanced by the levels of service given to our customers.

The majority of our time will be spent talking to our external customers via the telephone.

The following guidelines apply to all staff employed by Bluecross Locums, and is also an accurate representation of the service levels that can be expected from Bluecross Locums:

### **1. General Customer Service**

At Bluecross Locums we consistently promote customer service as one of our highest priorities. We insist that all staff are able to offer courtesy and manners at all times. There should never be an instance when a work seeker or client has received bad service from our business, if this does ever happen then we want to know about it. We have a feedback and complaint process in place if there ever is an occasion that you have received bad service.

### **2. Telephone Manner**

One of the most important pieces of equipment to us is the telephone. This is the single most used tool in the business; therefore it is very important that our telephone manner reflects the professional approach that we have at Bluecross Locums. The telephone in all instances should be answered within 3 rings. The preferred greeting should be, Good Morning/Afternoon, Bluecross Locums John speaking, how may I help? In that sentence we have greeted, informed and asked. This means that the person making the call will find it comfortable to start to converse with us. Smiling while making a telephone call also makes a difference to our voices, they will sound more positive and relaxed; this should instil confidence in the person listening to us.

### **3. Listen**

Once a positive first impression has been made, then we need to listen to our clients and work seekers. For example agreeing with encouragement, repeating what was said and clarifying their needs will make our clients and work seekers feel that their needs are important to us, as they are!

### **4. Know What We Do!**

Before we can help our clients and work seekers effectively, we must have a thorough knowledge of all of our services. This includes the REC Code of Good Recruitment Practice, The Medical sector Code and our Terms and Conditions for clients and work seekers. We will be confident enough to answer any questions that a customer may have about our services or terms.

### **5. Correspondence**

When a customer requires information from Bluecross Locums, it is up to us to ensure that it is sent in a timely manner. Anything that we promise to a customer must be sent the same day. This could be via the post, or via email or fax. There is never an occasion when it should be sent the next day.

Our company is built on efficiency and speed of service.



## **Identity, CRB Checks, References and Qualifications**

Here is a brief outline of all the relevant checks and procedures that Bluecross Locums adhere to.

### **Identity & Eligibility to Work in the UK**

At Bluecross Locums we ensure that the true identity of our work seekers is always validated. We do this by requesting a number of the following documents.

- Current Passport (Also a form of photo identification).
- Birth Certificate
- Proofs of address, usually a utility bill or driving licence.
- National Insurance Number

We take the information from above and cross reference the address and identity details. Once we are happy that they are legitimate, only then will we find our work seekers the placements they require.

### **Criminal Reference Bureau Checks (CRB)**

For all of our work seekers we obtain a certificate of disclosure from the CRB. We will always insist on enhanced disclosure as the work seekers that we are placing involve a lot of contact with children or vulnerable adults.

### **References**

References are regularly checked at Bluecross Locums. We will contact the two referees our work seekers suggest. With the permission of our work seekers we may wish to contact further referees.

We firstly verify that the work seeker has worked at their previous post via the secretary of the Consultant named. Once this is verified then we will request a reference from the Consultant. When we receive the reference it is kept on the work seekers file, with a validity of one year. After this period we will request new references. We ensure that this is kept up to date through periodic internal audits of our work seeker files.

In the event that a client would like to engage one of our temporary workers permanently, then the responsibility of obtaining further references lies with the client.

### **Qualifications**

We ensure that all qualifications are valid by cross referencing them with the work seekers CV and the previous experience that they have had. If there is an anomaly, then we will contact the certifying body to ensure that the certificate is legitimate.

### **GMC (General Medical Council)**

Upon registration and prior to each booking we regularly check all of our work seekers GMC status. We will not place a work seeker if there is an irregularity. All GMC checks are filed at Bluecross Locums along with all relevant placement details.

### **Immunisation Certificates**

At the point of registration we will always ask all of our work seekers to produce certificates of vaccination. These include Hepatitis B, Hepatitis C, Rubella & Varicella to name a few. The work seeker can provide any number of proofs of immunisation, as long as the Hepatitis B certificate is always present.



## Supply Temporary Staff Services – Client Terms & Conditions

### **DEFINITIONS**

In these terms and conditions of business ("**Terms**") the following definitions apply, unless the context otherwise requires:

#### **"Assignment"**

Means the period during which the Temporary Worker is supplied by the Employment Business to render services to the Client;

#### **"Candidate"**

Means a prospective Temporary Worker;

#### **"Client"**

Means the person, firm, corporate body or unincorporated association together with any associated company or subsidiary of the same as defined by the Companies Act 1985 (as amended or re-enacted from time to time) to whom the Temporary Worker is supplied;

#### **"Client's Instructions"**

Means the Client's instructions to the Employment Business to search for and introduce a suitable Candidate and to supply a Temporary Worker to the Employment Business;

#### **"Contract"**

Has the meaning in clause 2.1;

#### **"Employment Business"**

Means Bluecross Locums Limited of 48 Ravensbourne Gardens, Clayhall, Ilford, Essex, IG5 0XH;

#### **"Engagement"**

Means the engagement, employment or use of the Candidate or Temporary Worker directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, licence, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee;

#### **"Introduction"**

Means i) the Client's interview of a Candidate in person or by telephone, following the Client's instruction to the Employment Business to supply or search for a Temporary Worker; or ii) the passing to the Client of a curriculum vitae or other information which identifies the Candidate and which leads to an Engagement of the Candidate by the Client;

#### **"Temporary Worker"**

Means the individual whose services are supplied by the Employment Business to the Client following his introduction to, and acceptance by the Client;

#### **"Transfer/Introduction Fee"**

Means the fee payable in accordance with Clause 7 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 following the Client's Engagement of the Temporary Worker.

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, together with the Employment Business' written confirmation(s) of the Client's instructions, constitute the contract between the Employment Business and the Client for the search for and introduction of Candidates and Temporary Workers and the supply of the Temporary Worker's services by the Employment Business to the Client ("the Contract") and are deemed to be accepted by the Client with effect from the earliest of i) the Client's request for the Employment Business to search for Candidates or Temporary Workers, ii) interview with the Candidate, or iii) the Engagement of the Temporary Worker.

2.2. No variation or alteration to these Terms shall be valid unless approved by the Managing Director of the Employment Business in writing (or by any other person specifically authorised in writing by the Managing Director to give such approval).

2.3. Unless otherwise agreed in writing by the Employment Business, these Terms govern the Contract to the exclusion of any other terms and conditions.

### **3. CHARGES**

3.1. The Client agrees to pay the charges of the Employment Business as notified at the commencement of the Assignment or as may be varied from time to time during the Assignment as provided in clause 2.2. The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour). The charges are comprised mainly of the Temporary Worker's remuneration plus holiday pay but also include the Employment Business' commission, employer's national insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT will be charged where applicable and at the prevailing rate.

3.2. In the event that a scheduled Assignment is cancelled by the Client on less than 24 hours' notice prior to the commencement of the Assignment, the Client shall pay to the Employment Business a sum equal to the charges that would have been payable by the Client for four hours of the services which would have been provided under such Assignment.



## Supply Temporary Staff Services – Client Terms & Conditions

3.3. The charges are invoiced to the Client on a weekly basis and are payable within 14 days of the date of invoice. The Employment Business reserves the right to charge interest on any overdue amounts both before and after judgment at the rate of 8% per annum above the base rate from time to time of Natwest Bank from the due date until the date of payment. The Employment Business reserves the right to suspend the services it provides to the Client under the Contract if any invoice remains outstanding in accordance with these Terms. An Administration fee will be charged for replacement/copy invoices at a rate of £1 per copy.

3.4. In the event that the Client fails to pay the charges to the Employment Business by the due date in accordance with this clause 3, the Employment Business shall be entitled to claim compensation pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (as amended or re-enacted from time to time).

3.5. Without prejudice to the Employment Business' right to claim compensation under clause 3.4 above, the Employment Business shall be entitled to suspend the provision of services by Temporary Workers to the Client until all outstanding sums due have been satisfied

3.6. If it is found that Bluecross Locums have mis-charged or overcharged, then Bluecross Locums will refund or credit any monies owed in full within seven (7) working days.

### **4. INFORMATION TO BE PROVIDED**

4.1. When making an Introduction of a Temporary Worker to a Client the Employment Business shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.

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 Temporary Worker is being Introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied

within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

### **5. TIMESHEETS**

5.1. At the end of each week of an Assignment and/or at the end of the Assignment, the Client shall sign the Employment Business' time sheet verifying the number of hours worked by the Temporary Worker during that week.

5.2. Signature of the time sheet by the Client is confirmation of the number of hours worked by the Temporary Worker. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client 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 Temporary Worker. Failure to sign the time sheet does not absolve the Client of its obligation to pay the Employment Business's charges pursuant to clause 3 above.

5.3. The Client shall not be entitled to decline to sign a time sheet on the basis that he is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

### **6. REMUNERATION**

6.1. The Employment Business assumes responsibility for payment of the Temporary Worker's remuneration including holiday pay and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

### **7. TRANSFER/INTRODUCTION FEES**

7.1. In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business for an Assignment either (1) directly or (2) pursuant to be supplied by another employment business, within either

- The duration of the Assignment;
- 14 weeks from the start of the first Assignment (each new assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the 'first Assignment' for these purposes); or
- 8 weeks from the day after the last day the Temporary Worker worked on the Assignment

the Client shall be liable, to either:

a) Subject to electing upon giving 7 days notice, an extended period of hire of the Temporary Worker being 26 weeks (unless the Temporary Worker has worked continuously for the Client for a minimum of 12 weeks, in which case the extended period of hire will be negotiable) during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1. for each hour the Temporary Worker is so employed or supplied;

**Or**

b) A Transfer Fee calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, 20% of the sum calculated as follows: hourly pay rate (as decided by the Employment Business reflecting the market rate) x hours worked per week x 52 weeks. No refund of the Transfer Fee will be



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payable in the event that the Engagement subsequently terminates. VAT will be charged where applicable and at the prevailing rate.

7.2. In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client,

but which leads to an Engagement of the Temporary Worker by the Client either directly or pursuant to being supplied by another employment business within 6 months from the date of Introduction the Client shall be liable, to either:

a) Subject to electing upon giving 7 days notice, a period of hire of the Temporary Worker being 26 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1. for each hour the Temporary Worker is so employed or supplied;

**Or**

b) An Introduction Fee calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, 20% of the sum calculated as follows: hourly pay rate (as decided by the Employment Business reflecting the market rate) x hours worked per week x 52 weeks. No refund of the Introduction Fee will be payable in the event that the Engagement subsequently terminates. VAT will be charged where applicable and at the prevailing rate.

7.3. In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months the fee in clause 7.1(b) or 7.2(b), calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Temporary Worker within 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.

7.4. If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Temporary Worker supplied by the Employment Business either directly or pursuant to being supplied by another Employment Business or the Temporary Worker chooses not to be supplied for an extended period of hire, the Introduction Fee calculated in accordance with either 7.1(b) or 7.2(b) may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client.

7.5. In the event that the Temporary Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within either

- The duration of the Assignment;
- 14 weeks from the start of the first Assignment (each new assignment where there has been a break of more than 42 days (6 weeks) since the end of a

previous Assignment shall also be considered to be the 'first Assignment' for these purposes);

**Or**

8 weeks from the day after the last day the Temporary Worker worked on the Assignment the Client shall be liable to pay a Transfer Fee calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known 20% of the sum calculated as follows: hourly pay rate (as decided by the Employment Business reflecting the market rate) x hours worked per week x 52 weeks. No refund of the Transfer Fee will be payable in the event that the Engagement subsequently terminates. VAT will be charged where applicable and at the prevailing rate.

7.6. In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within 6 months of the date of Introduction the Client shall be liable to pay an Introduction Fee calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, 20% of the sum calculated as follows: hourly pay rate (as decided by the Employment Business reflecting the market rate) x hours worked per week x 52 weeks. No refund of the Introduction Fee will be payable in the event that the Engagement subsequently terminates. VAT will be charged where applicable and at the prevailing rate.

### **8. LIABILITY**

8.1. The Client shall use all reasonable endeavours to provide the Employment Business with sufficient written information relating to the services to be provided during an Assignment to enable the Employment Business to select a suitable Candidate including, without limitation, the commencement date, duration (including holiday dates), position, location, health and safety risks, the experience, training, qualifications and authorisations required of the Temporary Worker and any expenses payable by or to the Temporary Worker.

8.2. The Employment Business shall use its best endeavours to give satisfaction to the Client by introducing suitable Candidates in accordance with the Client's requirements provided under clause 8.1 above and checking the Candidate's experience, training, qualifications and authorisations where relevant. Nevertheless, it is the Client's responsibility to conduct such interviews and to take such other steps as are necessary to assess the suitability of each Candidate and to verify any information that has been provided regarding the Candidate, whether directly by the Candidate or through the Employment Business and to decide whether to engage the Candidate as a Temporary Worker.



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8.3. Subject to clause 8.6 below, the Employment Business is not liable for any loss, expense, damage or delay arising from or in connection with any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker or if the Temporary Worker walks out during an Assignment.

8.4. Subject as expressly provided herein, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law and neither party shall be held liable to the other party.

8.5. Subject to clause 8.7 below, neither party shall be liable to the other in contract, tort (including without limitation negligence) or otherwise for any indirect, special or consequential losses or for loss of profit, revenue, turnover or bargain or damage to reputation arising out of or otherwise in connection with the Contract.

8.6. The Employment Business does not exclude liability for death or personal injury arising from its own negligence or for fraudulent misrepresentation.

8.7. Subject to clause 8.6 above, the Employment Business's entire liability in all circumstances arising out of or in connection with the Contract shall be limited in respect of any event, or series of connected events, to no more than £3,000.

8.8. Temporary Workers are engaged by the Employment Business under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though he was on the payroll of the Client. The Client will also comply in all respects with all relevant legislation including, for the avoidance of doubt and without limitation, the Working Time Regulations, Health and Safety At Work Act, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in clause 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.

8.9. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under such Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

8.10. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.

8.11. The Client shall indemnify and keep fully indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of or in connection with any breach of these Terms by the Client.

### 9. SPECIAL SITUATIONS

9.1. Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Client: • Copies of any relevant qualifications or authorisations of the Temporary Worker, and • Two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client and will take all other reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

### 10. TERMINATION

10.1. The Client undertakes to supervise the Temporary Worker sufficiently to ensure that the Client is satisfied with the Temporary Worker's standards of work. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment by instructing the Temporary Worker to leave the Assignment immediately. The Employment Business may in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:

10.1.1. Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or

10.1.2. Within two hours for bookings of seven hours or less; and also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

10.2. Without prejudice to any rights or remedies of the Employment Business, any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without liability.

10.3. The Client shall notify the Employment Business immediately and without delay in any event within 24 hours if the Temporary Worker fails to attend work or



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notifies the Client that the Temporary Worker is unable to attend work for any reason.

10.4. The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause 10.2.

### **11. CONFIDENTIALITY**

11.1. Except as required by law or by any relevant authority and as provided in clause 11.2 below, or to the extent that information has come into the public domain through no fault of the receiving party, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing their obligations which relate to the provisions or subject matter of the Contract and confidential information shall not be disclosed to any other party and must only be used by the Client where reasonably necessary for the Client's proper performance of, and otherwise in accordance with the Contract.

11.2. The Client acknowledges and accepts that as a precondition to this Contract, the Employment Business may undertake, whether directly or indirectly, a credit check on the Client (including without limitation, transferring details of the Client and its account (including personal data, where the Client is unincorporated) to the bank or financier of the Employment Business for the purposes of obtaining credit insurance, making credit reference agency searches, credit control purposes, assessment analysis and securitisation).

11.3. The provisions of this clause 11 shall survive termination of the Contract.

### **12. FORCE MAJEURE**

12.1. The Employment Business will use its reasonable endeavours to provide the services of a Temporary Worker throughout the Assignment. Should the Employment Business's obligation to do so be materially interrupted or interfered with by an event of force majeure, then such obligation shall be suspended while the interference or interruption continues and the Employment Business will not be liable for any loss the Client suffers or costs he incurs as a consequence of the interference or interruption.

12.2. Both parties to this Contract agree to use their best endeavours to minimize and reduce any period of suspension caused by an event of force majeure.

12.3. The expression "an event of force majeure" includes but is not limited to fire, flood, casualty, strikes, lock out or other industrial disputes, unavoidable accident, breakdown of equipment, national calamity or riot, acts of God, the enactment of any Act of Parliament or the act of any other legally constituted authority, any cause or event arising out of or attributable to war, civil commotion, fire, flood or storm, or any other cause or event (whether of a similar or dissimilar nature) outside the reasonable control of either party to this Contract other than a shortage or lack of money.

### **13. ENTIRE AGREEMENT**

13.1. The Contract contains the entire agreement between the parties and understanding between the parties and supersedes all prior agreements, understandings or arrangements whether oral or written between the parties in respect of the subject matter of the Contract. The parties acknowledge that they have not entered into the Contract in reliance of any representation not expressly set out in the Contract and neither party shall be liable in respect of any representation made prior to and not contained in the Contract unless it was made fraudulently.

### **14. THIRD PARTY RIGHTS**

Except as expressly provided in the Contract, no provision of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to them.

### **15. LAW**

The Contract is governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts. JULY 2004

**PLEASE RETAIL THESE TERMS OF BUSINESS FOR FUTURE REFERENCE**

**PLEASE SEE ATTACHED CONFIRMATION SHEET OF YOUR ACCEPTANCE TO OUR TERMS AND CONDITIONS INDICATED**



Please return this slip in the provided envelope to: - Bluecross Locums Limited,  
48 Ravensbourne Gardens,  
Clayhall,  
Ilford, Essex,  
IG5 0XH.

I/We understand and accept the Terms and Conditions of service indicated:

Trust: \_\_\_\_\_

Hospital: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Full Name: (PLEASE PRINT): \_\_\_\_\_



### Doctors Work Assessment Form

In line with the REC code of practice, this form should be completed and posted or faxed back to Bluecross Locums as soon as your Locum Doctor has completed their assignment. This should be preferably done by a senior member of staff who is or has been working with the Doctor.

This will help us provide you with the highest quality locums that we can offer.

<b>Full Name:</b>
<b>Hospital or Organisation:</b>

#### Work History Details

<b>Position:</b>	
<b>Start Date:</b>	<b>End Date:</b>
<b>Duties of Locum (Detail on-call and/or responsibilities):</b>	

#### Work Rating & Skills Assessment

	Please Tick	Excellent	Very Good	Good	Satisfactory	Poor
Communication						
Commitment						
Reliability						
Time Keeping						
Attendance						
Flexibility						
Ability to work in a Team						
Ability to work on own						
Interpersonal Skills						
Honesty and Integrity						
Skills & Work Capability						
Clinical Ability						
Standard of Work						
Enthusiasm						
Managerial Skills						
Dress Code & Presentation						

**Overall Competence Rating** – Please circle the number which best reflects your overall rating of the Locum while in your employment, on a scale of 1-10 (1=Poor, 10=Excellent).

1	2	3	4	5	6	7	8	9	10
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Reason for Locum Leaving:

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If a suitable position became available would you re-employ this Locum?  Yes  No

<b>Comments:</b>	
<b>Name of Referee:</b>	
<b>Position:</b>	
<b>Signed:</b>	<b>Date:</b>



## Bluecross Locums Complaints Procedure

If you are ever unsatisfied with the conduct or service received from Bluecross Locums you are always welcome to make us aware. We encourage complaints from our customers – if we make a mistake, we want to know about it so we can put things right.

We have in place a comprehensive complaints procedure which will allow us to fully manage and investigate a complaint when made.

### To make a complaint

You can always call Bluecross Locums or write in via post or email, (written correspondence is preferred). All complaints should be directed to the Operations Manager.

The contact details are:

Telephone: 020 8551 1001

Fax: 020 8551 1002

Email: [complaints@bluecrosslocums.com](mailto:complaints@bluecrosslocums.com)

Postal: Bluecross Locums, 48 Ravensbourne Gardens, Clayhall, Ilford, Essex. IG5 0XH

### The Information We Would Like

If you choose to complain we would like to have some of the following details included in your correspondence:

- Your name and address.
- The details of your complaint.
- The name of the original person that you spoke to.
- Copies of any documentation that may be relevant.
- Details about what has gone wrong or what has not been handled correctly or professionally.

### What will we do?

We will send you a letter acknowledging your complaint, also letting you know who will be dealing with your complaint. You will receive this from us within 2-5 days of us receiving your complaint. We will also record your complaint in our central register as soon as we receive it.

When we start to investigate a complaint it will usually involve the following steps:

- We may ask the member of staff who dealt with you to reply to your complaint within 5 days of our request.
- We will then examine the member of staffs reply and the information you have provided for us. If necessary we may ask you to speak to them. This will take up to 4 days from receiving their reply.

After this one of the directors will invite you to meet them to discuss and hopefully resolve your complaint. After this meeting you will be sent a letter outlining what took place and any agreed solutions. If you do not want a meeting or it is not possible, then we will send you a detailed reply outlining suggestions for resolving the matter.

At this stage if you are unsatisfied you can write to us again and another director of the company will review the initial decision made within ten days. We will then let you know the outcome within five days of the end of the review. We will write to you confirming our final position on your complaint and explaining our reasons.

## The REC Code of Good Recruitment Practice

The REC Code of Good Recruitment Practice has been created in consultation with industry stakeholders to ensure that all members of the REC conduct their businesses ethically and to the highest standards and to promote good practice within REC membership. The REC will offer guidance, legal advice and training to members to help achieve these standards. The Code is binding on all corporate<sup>1</sup> members of the REC and their subsidiary/associate companies. Where a member operates in a sector or sectors covered by one or more of the REC's industry sector codes of practice, the requirements of the relevant code or codes are also binding. A breach of this Code or industry sector codes will be dealt with under the Complaints and Disciplinary Procedures of the REC. Members are referred to the REC's practical guidance on complying with each standard within this Code which is available at [www.rec.uk.com](http://www.rec.uk.com) or from the REC Professional Standards team at [standards@rec.uk.com](mailto:standards@rec.uk.com).

### General

1. Members will ensure that they and their staff comply with all relevant provisions of the 1973 Employment Agencies Act as amended, the Conduct of Employment Agencies and Employment Businesses Regulations 2003<sup>2</sup> and any future amendments, other relevant legislation, statutory codes and official guidance including that relating to equal opportunities and equal pay, taxation, health and safety, data protection, trade union membership, immigration, rehabilitation of offenders, telecommunications privacy and working time. Members will ensure that any revisions or updates of relevant legislation and codes including the REC codes are communicated to staff and adhered to accordingly.
2. Where a provision in this Code is less stringent than that of the code of an industry sector<sup>3</sup> in which the member operates, the relevant provision of the industry sector code will apply.
3. Members will ensure that work seekers and hirers are made aware of the standards of practice required by this Code and any sector codes that apply.
4. Members will ensure that their staff are informed and trained to carry out their duties effectively and that they seek to improve continually the performance of their staff by continuing development of their knowledge and skills.
5. Members will take all reasonable steps to ensure compliance with any REC guidance on ethical, commercial or statutory issues in the operation of their businesses, including the Rules of the REC and guidance provided in the Legal Reference Guide (available at [www.rec.uk.com](http://www.rec.uk.com)) and other publications and member communications where relevant. Failure to do so will be taken into account in any disciplinary proceedings.
6. Members will take all reasonable steps to comply with REC guidance on equality and diversity in recruitment, including the REC Best Practice Guide on Equal Opportunities and the REC Good Practice Guide to Promoting Diversity in the operation of their businesses. Members will ensure that all staff are aware of and trained as appropriate in their responsibilities to operate and promote good practice in equality and diversity in their relationships with hirers and work seekers.
7. Members and their staff will deal with and represent themselves to work seekers, hirers, REC member and non-member companies, and others fairly, openly, honestly and courteously at all times, and will safeguard against actions deemed to bring the recruitment industry into disrepute.
8. Members will take all reasonable steps, in line with REC and Home Office guidelines, to ensure that all workers supplied or introduced to hirers are eligible to work in the UK. When introducing candidates for permanent or fixed term positions to be directly employed by the client, members will ensure that candidates and hirers are aware of any eligibility criteria that may apply. Members should establish working practices in this respect that are in line with the REC's guidance on equal opportunities and should safeguard against unlawful or unethical discrimination.
9. Any selection tests used, including psychometric and personality questionnaires should be relevant, properly validated and where appropriate conducted by trained or licensed personnel.
10. Clear agreement should be reached with work seekers and hirers about any expenses payable for attending interview or for any other purpose. Information on any expenses payable for attending interview should be given in writing before an interview takes place or expenses are incurred.
11. Members will document accurately, contemporaneously and appropriately all stages of the recruitment process, in particular the time, date and outcome of any offers of employment or engagement and including the results of interviews, test and references.
12. Members will establish and operate in accordance with their own internal written complaints procedure<sup>4</sup> that should aim to effect swift and appropriate resolution of complaints. This procedure should be clearly communicated to all staff, work seekers and hirers and should be followed when dealing with complaints brought against the member.
13. Members should co-operate promptly with any REC investigation instigated under this procedure. Complaints raised with the REC against members by work seekers and other parties will be dealt with under the REC Complaints and Disciplinary Procedures.

### Advertisements

14. Members' advertisements should be accurate and all descriptions, claims and comparisons should be capable of substantiation by reference to documented instructions received from or agreed with hirers, or other recruitment firms where applicable.
15. All specific vacancies advertised, including those displayed on a website, must have been already registered with the member by the hirer or other recruitment firm and must be unfilled at the time of going to press or being put on display. Filled vacancies must be removed from display as soon as reasonably practicable.
16. When placing advertisements with Jobcentre Plus, members should observe the requirements of the Service Level Agreement/Good Practice Guide for Jobcentres and Employment Agencies (see end notes).
17. The express agreement of work seekers must be obtained and documented before a CV or any personal details which might identify the candidate are displayed on any website.

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19. No personal details or details which might identify the work seeker, such as name of their current employer or information which might identify the current employer, should be displayed in any open website. Such information may be displayed in password-protected parts of a site, provided work seekers are advised that hirers will have access to such information. If current employers might have such access, the work seekers must be warned and their consent to proceed obtained and documented.
20. Members may not extract CVs from websites for display or submission to hirers without the express agreement of the subject of the CV.

### Members' duties to hirers<sup>5</sup>

21. On initial contact with a hirer members will provide clear and accurate information about the services they may provide, including but not limited to, clear written terms of business, policies regarding checking of references, qualifications and obtaining Criminal Records Bureau checks where relevant. Members should confirm how their terms of business will be transmitted, for example whether by post, fax or email, and should maintain a record of how such information has been transmitted to each hirer.
22. Members should submit or transmit details of work seekers to hirers only in respect of vacancies registered with them or fields of potential interest; and should only submit to a hirer details of those work seekers who have agreed that their details may be passed on to that hirer.
23. Members should reach a clear understanding with the hirer on the procedure to be adopted for submitting a work seeker's details, including advising hirers of the steps to be taken should the hirer receive the same work seeker's details from more than one agency or should the client have already received a CV for a particular candidate from another agency.
24. Members should reach a clear understanding with the hirer on the obligations of both the member and the hirer in respect of obtaining references for temporary/contract workers and candidates for permanent placements. When supplying temporary/contract workers members should endeavour to take up references as appropriate before providing them on assignment to hirers and should ensure that hirers are clearly informed if, for exceptional reasons, referees have not been contacted. When introducing candidates for permanent positions, members should ensure that hirers are clearly informed whether references have been obtained or whether this is the responsibility of the hirer. Where open references or testimonials are presented, members should take steps to verify the identity and relevance of the referee and, wherever possible, obtain additional references.
25. On request from a hirer members should advise what steps were or have been taken to confirm the work seeker's identity and suitability, experience and qualification for the position in question, as appropriate.
26. Members will inform the hirer wherever they have not carried out a face-to-face interview prior to the hirer interviewing or engaging the work seeker.
27. Where the member has previously received a fee for placing a work seeker with their current employer, members will not approach the work seeker to offer work seeking services with a view to placing the work seeker elsewhere, unless the current employer agrees to that approach. Should the work seeker initiate such contact, the member should obtain confirmation of this in writing from the work seeker before providing any work seeking services.
28. If a member has received a fee for placing a worker and the worker approaches the member during any applicable rebate period to ask for alternative employment, then the following will apply: a) if the work seeker is offered alternative employment by the member and accepts it within the rebate period then rebate is payable from the date of accepting the new offer of employment; b) if the work seeker has requested alternative employment during the rebate period, but none is found during the rebate period and the work seeker remains in the original employment, then no rebate is payable.
29. Where a member introduces a candidate to a hirer for direct employment with the hirer, members should take all reasonable steps to ensure that they inform the hirer of any information the member subsequently receives that indicates that the candidate is, or may be, unsuitable for that position, up to 6 months after the candidate commences employment.
30. Members will not target client companies' staff for search purposes within 12 months of last providing services to that company.
31. Members will treat information from hirers confidentially. Disclosure of information or data identifying a client, either explicitly or implicitly, must be restricted to those involved in or an integral part of the recruitment process.

### Members' duties to work seekers<sup>6</sup>

32. Upon registration of a work seeker, members will provide clear and accurate information about the services they may provide, including, but not limited to, clear and accurate written terms of engagement for temporary/contract workers, which state unequivocally the type of contract on which the temporary/contract worker is engaged (that is on a contract for services or of service (employment)) and any services provided for which payment may be charged.
33. Members will not make registration or provision of work seeking services conditional upon the work seeker opting out of the working week limit under the Working Time Regulations, wherever these apply, whether by a term in a contract or otherwise, unless it can be clearly demonstrated as a requirement of the sector in which the worker is to be supplied. Members will make clear to all workers who choose to opt out of the working week limit the procedure to be followed for giving notice on this arrangement.
34. Members will ensure that they obtain from hirers all relevant information relating to the position in question and that the work seeker is fully and accurately informed of all such information and of the terms of their engagement and employment, before starting an assignment or their employment with the hirer.
35. Members will ensure that they obtain from hirers all relevant health and safety information, as appropriate to the position in question and with particular regard to any relevant guidance from the Health and Safety Executive; and that all such information is made available to the work seeker before work starts.
36. Members will pay temporary/contract workers promptly and accurately and in accordance with the member's contract with the temporary/contract

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workers. In the event of any unavoidable delay in payment, the temporary/contract worker should be informed immediately of the reason for the delay, steps to be taken to resolve late payment, and likely timescale for resolution of the reason for late payment.

37. Members may not penalise temporary/contract workers, for example for having been late or failed to attend part or all of an assignment or for poor performance, by making deductions from pay due for time that they have actually worked.
38. Members should inform temporary/contract workers in writing and before an assignment commences that if the hirer engages them direct, or if there is any transfer of the same assignment to another agency, during or within an agreed period after the end of the assignment, the hirer may either be charged a fee or the period of the assignment may be extended before the worker can take up work direct without charge to the hirer.
39. Members will not impose a restriction on any temporary/contract worker they have previously engaged from obtaining work by withholding or refusing to provide any information, whether in a reference or otherwise, that is reasonably requested by another employment agency/business or hirer in respect of that temporary/contract worker unless they can objectively justify their decision for refusing to give such information in any particular case.
40. Members should agree with registered work seekers the procedure for submitting their details to hirers. Members will not transmit a candidate's CV or application without permission and will not disclose a work seeker's identity and/or identifiable employment details to a hirer without first obtaining the work seeker's express permission. Work seekers should be informed of the identity of the hirer at the point of submission of their details, unless a client has specifically instructed otherwise and this can be demonstrated by reference to documented instructions received from or agreed with hirers. Permission from work seekers in respect of transmission of CVs or applications should be clearly documented.
41. Members will at all times observe the duty of confidentiality to the work seeker while providing work seeking services. Disclosure of information or data identifying a work seeker either explicitly or implicitly will be restricted to those involved in the recruitment process. Hirers will be encouraged to treat information on work seekers confidentially at all times.
42. Wherever possible, members will keep registered work seekers informed of progress in seeking to find work for them and of any application for work being pursued on their behalf. Members should agree with work seekers the procedure for keeping them so informed, including whether it should be the work seeker or the member that should initiate contact with the other.
43. Members should, where appropriate, agree timescales within which they will return hirers' and registered work seekers' telephone calls, emails and other correspondence, and endeavour to meet them wherever possible.
44. Members should make clear to work seekers at what stage references will be taken up and how they will be used. Only referees provided by the work seeker should be contacted, unless express permission from the work seeker is obtained to act otherwise.
45. Members should make clear to work seekers that they will not approach a current employer without the work seeker's written permission. Where a

work seeker's current or most recent employer is not named as a referee; members must obtain express permission before contacting the employer for a reference. Information obtained through a reference must be treated as confidential to the recruitment process.

### Overseas recruitment

46. Members recruiting work seekers from outside the UK for placement within the UK must ensure that such work seekers are provided with adequate information about the hirer for whom they are being recruited, the rate of pay and other relevant employment terms that will apply as between them and the hirer. These should include any notice periods which may apply, hours and location of work, the likely cost of living in the area of the UK in which the hirer is situated, the likely length of the job in question and the state of the employment market into which they are being recruited, in order to enable the work seeker to make an informed decision as to whether it is in their long term interests to accept a position with a UK hirer. All information must be provided at no cost to the work seeker.
47. Members recruiting work seekers from outside the UK will not use overseas agents in circumstances where such agents charge workers for their services, unless this is legal and normal custom and practice sanctioned by the government in the country of origin. Members should make all reasonable efforts to ascertain whether such agents charge work seekers for their services and whether this is lawful, and should be able to demonstrate steps taken if requested.

### REC Complaints and Disciplinary Procedure

The REC takes seriously its role to continuously improve standards within the recruitment industry. It also takes seriously complaints against REC members. A copy of the REC Complaints and Disciplinary Procedure is available from the REC at the contact details below. Where complaints are referred or appealed to the REC Professional Standards Committee, the Committee's authority includes the right to acquit, reprimand or expel a member and, if appropriate, to publish its decision. The REC may refer any matter at any time to the Employment Agencies Standards Inspectorate at the Department of Trade and Industry, or any other appropriate authority, as it considers appropriate in any given circumstance.

### **Jobcentre Plus Good Practice Guide for Jobcentres and Employment Agencies**

This can be obtained from the local Jobcentre through which vacancies are placed or from the REC Professional Standards team at the contact details below.

### Notes

<sup>1</sup> Corporate REC members are recruitment firms in REC membership

<sup>2</sup> Those who operate in Northern Ireland, the Isle of Man or the Channel Islands must comply with corresponding legislation

<sup>3</sup> Industry sectors are divisions within REC corporate membership established for recruitment firms operating in specific or



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specialist areas of the job market

<sup>4</sup> REC corporate membership criteria require that corporate members operate an internal complaints procedure

<sup>5</sup> Hirers are client companies, firms, sole traders or individuals using a recruitment firm's services for supply of or recruitment of temporary/contract workers or candidates respectively.

<sup>6</sup> 'Work seekers' shall include temporary/contract workers and candidates seeking direct employment with hirers and clauses

referring to work seekers shall cover all categories of worker. Candidates are individuals using a recruitment firm's assistance

to find employment under a contract direct with an employer. Temporary workers have a contract with and are engaged by a

recruitment firm and are assigned to work for clients of the recruitment firm. Contract workers are defined as those engaged by

the recruitment firm as limited company contractors.