

Temporary Workers Terms of Engagement

Terms of Engagement

A) TERMS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

Between Careline the Agency for Carestaff Limited ("Careline") and the Applicant ("the Applicant")

1. DEFINITIONS

The Client means any organisation, business, local authority or other person using the services of Careline to recruit or engage personnel.

Engagement means the employment, engagement or use of the Applicant by the Client or by any third party on a permanent, fixed-term or temporary basis, whether under a contract of employment, contract for services, agency arrangement, consultancy, partnership, through a personal service company or limited company, or by any other means.

References to the singular include the plural and vice versa.

2. When seeking a permanent or contract position on behalf of the Applicant, Careline acts as an employment agency within the meaning of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

3. Careline will use reasonable endeavours to introduce the Applicant to suitable opportunities within the care, childcare, health or related sectors. Careline does not guarantee that suitable vacancies or engagements will always be available.

4. Where the Applicant is introduced by Careline to a Client and is subsequently engaged by that Client, or where the Client introduces the Applicant to a third party who subsequently engages the Applicant, the Applicant acknowledges that Careline may charge the Client an introduction or transfer fee in accordance with the agreement between Careline and the Client and the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

5. The Applicant confirms that they have the legal right to work in the United Kingdom and agrees to notify Careline immediately if their immigration status or right to work changes.

6. The Applicant agrees that Careline may provide Clients with information reasonably required to assess their suitability for employment or engagement, including details of qualifications, professional registrations, references, training, employment history, experience and authorisations, in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and Careline's Privacy Notice.

B) TERMS OF ENGAGEMENT OF TEMPORARY WORKERS

Between Careline the Agency for Carestaff Limited ("Careline") and the Applicant ("the Temporary Worker")

1. FURTHER DEFINITIONS

In these Terms of Engagement:

The Assignment means the period during which the Temporary Worker is supplied by Careline to provide services to a Client.

The Relevant Period means either 14 weeks from the first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by Careline to the Client, whichever period ends later.

2. THE CONTRACT

a) These Terms govern the engagement of the Temporary Worker by Careline for temporary assignments with Clients. No contract shall exist between Careline and the Temporary Worker between assignments.

b) When seeking temporary work for the temporary worker, Careline acts as an employment business within the meaning of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

c) These Terms do not create a contract of employment between Careline and the Temporary Worker. During each assignment, the Temporary Worker will be engaged by Careline as a temporary agency worker. The Temporary Worker will be paid by Careline through PAYE and statutory deductions, including Income Tax and National Insurance contributions, will be made as required by law. No payment will be made for hours not worked unless required by law or agreed by Careline.

d) No variation to these Terms shall be valid unless agreed in writing by both Careline and the Temporary Worker.

3. Careline will endeavour to obtain suitable temporary assignments for the Temporary Worker within the care, childcare and related support sectors but does not guarantee that work will be available.

4. The Temporary Worker acknowledges that temporary work is dependent upon Client requirements.

The Temporary Worker agrees that:

a) Careline will determine whether an assignment is suitable having regard to the needs of the Client and the Temporary Worker's qualifications, skills, experience and availability.

b) Careline shall not be liable for any loss arising from the unavailability of assignments.

5. Careline will pay the Temporary Worker at the agreed hourly rate applicable to each assignment. Payment will be made monthly in arrears.

6. Careline will pay the Temporary Worker for authorised hours worked on assignment regardless of whether Careline has received payment from the Client.

7. Where eligible, Statutory Sick Pay will be paid in accordance with current legislation. The Temporary Worker must notify Careline of sickness absence in accordance with Careline's absence reporting procedures.

8. The Temporary Worker is entitled to statutory paid annual leave in accordance with the Working Time Regulations 1998 (as amended). Annual leave will normally be taken within the applicable leave year, subject to any statutory rights permitting carry-over. Temporary Workers wishing to take annual leave during an assignment should provide as much notice as reasonably practicable, normally at least seven days. Careline will endeavour to offer further assignments following any period of leave but cannot guarantee future work.

9. The Temporary Worker is not obliged to accept any assignment offered by Careline. Where an assignment is accepted, the Temporary Worker agrees to:

a) Follow all lawful and reasonable instructions given by the Client.

b) Observe the Client's policies, procedures and workplace rules.

c) Work the agreed hours unless alternative arrangements have been agreed.

d) Take reasonable care of their own health and safety and that of others and comply with all health and safety requirements.

e) Maintain professional standards of conduct and not engage in behaviour likely to bring Careline or the Client into disrepute.

f) Immediately report any safeguarding concerns relating to children or vulnerable adults in accordance with the Client's and Careline's safeguarding procedures.

g) Maintain confidentiality regarding all information relating to Clients, service users, children, vulnerable adults and Careline.

10. The Temporary Worker must submit authorised timesheets, or other approved records of hours worked weekly, in the format required by Careline, to enable payment to be processed.

11. Careline or the Client may end an assignment at any time where operational, safeguarding, conduct or other legitimate business reasons require this.

12. Where a Client engages the Temporary Worker directly or through another employment business during or within the Relevant Period following an assignment, Careline may charge the Client a transfer fee or agree an extended period of hire in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

13. The Temporary Worker shall keep confidential all information relating to Careline, its Clients, service users, children, vulnerable adults and business affairs and shall comply with all applicable confidentiality and data protection requirements both during and after their engagement.

14. The Temporary Worker must immediately report to Careline:

- a) any safeguarding concerns;
- b) accidents or incidents occurring during an assignment;
- c) complaints received;
- d) disciplinary action taken against the Temporary Worker by the Client;
- e) any matter that may affect their suitability to undertake assignments.

16. The Temporary Worker confirms that they have the legal right to work in the United Kingdom and agrees to notify Careline immediately of any change affecting their immigration status or right to work.

17. Personal data will be processed in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and Careline's Privacy Notice.

18. The Temporary Worker agrees that Careline will carry out such recruitment, compliance, safeguarding and employment checks as are reasonably necessary to assess my suitability for work and to meet its legal, contractual and regulatory obligations.

The Temporary Worker authorises Careline to obtain, verify, retain, process and, where reasonably necessary, disclose information relating to this application, registration and any ongoing work. This may include the Temporary Worker's identity and Right to Work status, qualifications, professional registrations, licences, training, competencies, employment history, references, Disclosure and Barring Service (DBS) information, safeguarding checks, health capability information (including reasonable adjustments where relevant and lawful), driving documentation (where applicable), compliance records, risk assessments and any other information reasonably required for recruitment, placement, safeguarding, regulatory compliance, audits or inspections.

The Temporary Worker authorises Careline to share relevant information with Clients, prospective Clients, commissioning organisations, regulatory bodies and other authorised organisations where necessary to facilitate

assignments and enable compliance with applicable legal, contractual and regulatory and safeguarding requirements, including those of the Care Quality Commission (CQC), Ofsted and the Disclosure and Barring Service (DBS).

Careline will only obtain, use, retain and disclose information that is necessary, relevant and proportionate and will process all personal data in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and Careline's Privacy Notice.

19. These Terms shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction in relation to any dispute arising under these Terms.

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