



Healthcare Application Form

Application Process

In order to complete your registration with MPA Healthcare you will be required to provide the below documents for verification.

Please ensure that you complete the application form in FULL, do not leave any section relevant to the role you are applying for unanswered, if you have any queries our staff are on hand to help you.

Once you have completed your application form you can email this back to MPA, we will also require scanned copies of the following documents with your application form in order to process your registration

- 2 Forms of Identification is required - Birth Certificate and 1 photographic I.D which can be passport, driving licence or electoral card
- Non-EU applicants - please provide proof of Right to work in the UK e.g. Visa, work permit and home office confirmation
- 2 proofs of address (Utility bill - gas, electric or rates bill/bank statement, MUST be dated within the last 3 months)
- Proof of National Insurance Number (Payslip, P60 or HMRC letter)
- Proof of relevant Healthcare Qualifications (e.g. QCF Health & Social Care, Nursing degree, social work degree, allied Health degree etc, copies of certificates required)
- Proof of GCSE English and Maths (copies of certificates are required)
- Proof of Moving and Handling Training (if this has been completed before)
- Proof of any relevant healthcare training certificates applicable to your role
- Proof of Professional registration applicable to your role (NISCC, NMC, AHP etc)
- For proof of NISCC registration please provide NISCC Certificate or a Screenshot from the NISCC Portal which will include Registration Number, Name and Date of Birth
- Union Membership proof (Nurses and Allied Health professionals)
- Proof/record of vaccinations from GP or completed and signed GP medical questionnaire

Access NI and Mandatory Training

All healthcare roles are subject to Access NI Enhanced disclosure check and Mandatory healthcare training. We will require a fee of £40 to cover this.

- Access NI Enhanced Disclosure - £33.00
- CPD Accredited online training Platform and access to all courses - £7.00

(Payment can be completed via bank Transfer)

Once you have completed the application form in full and sent back all relevant documents as listed above, we will be in touch to arrange a video interview with you.

This page is intentionally blank

Equal Opportunities

MPA Recruitment is committed to a policy of equal opportunities for all work seekers and shall adhere to such a policy at all times and will review on an on-going basis on all aspects of recruitment to avoid unlawful or undesirable discrimination. We will treat everyone equally irrespective of gender, sexual orientation, gender reassignment, marital or civil partnership status, age, disability, colour, race, nationality, ethnic or national origin, religion or belief, political beliefs or membership or non-membership of a trade union and we place an obligation upon all staff to respect and act in accordance with the policy.

MPA Recruitment shall not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers. MPA Recruitment will ensure that each candidate is assessed only in accordance with the candidate's merits, qualification and ability to perform the relevant duties required by the particular vacancy.

Date of Birth

Sex	Male	Female	
Marital status	Single	Married / Civil partnership	Other

Community Background

We are required to monitor the community background of applicants and employees under the Fair Employment and Treatment (NI) Order 1998. Regardless of whether you actually practice a particular religion, most people in Northern Ireland are perceived to be members of either the Protestant or Roman Catholic communities. We therefore ask you to indicate your community background by ticking the appropriate box below. If you do not provide this information, it is required under Fair Employment Legislation that we make a determination of your perceived religious affiliation using the Residuary Method of Monitoring. Please note that it is an offence under the Fair Employment and Treatment (NI) Order 1998 to give false information.

I am a member of

Religious belief

Ethnic origin

Nationality

Dependents

Do you have caring responsibilities for:

Please tick all that apply to you

- ☐ A Child (or children)
- ☐ A person(s) with a disability
- ☐ A dependent older person
- ☐ None of the above

Disabilities

The Disability Discrimination Act 1995 defines disability as a physical or mental impairment which has a substantial and long-term effect on a person's ability to carry out normal day-to-day activities. "Normal day-to-day activities" listed in the Act are mobility; manual dexterity; physical co-ordination; continence; ability to lift, carry or otherwise move everyday objects; speech, hearing or eyesight; memory or ability to concentrate, learn or understand; or perception of the risk of physical danger. (If you take medication, treatment or have a prosthesis to manage your condition, would you consider that you had a disability if you were without these? If so, you should answer 'yes' below.)

Equal Opportunities

After having read this definition, do you consider yourself as having a disability?

I have a disability Yes No

If yes, please indicate which type of impairment(s) apply to you:

Please tick all that apply to you

☐ Long standing illness, such as cancer, HIV, diabetes, chronic heart disease or epilepsy

☐ Learning disability, such as Down's Syndrome, Dyslexia or Cognitive Impairment such as Autism

☐ Mental health condition, such as depression or schizophrenia

☐ Physical Impairment, such as difficulty using arms or, mobility requiring a wheelchair or crutches

☐ Sensory Impairment, such as blind/visual impairment or deaf/hearing impairment

Sexual Orientation

My sexual orientation is towards someone:

☐ Of the opposite sex

☐ Of the same sex

☐ Of the same sex and of the opposite sex

☐ I do not wish to answer

Political Opinion

Please tick the appropriate box to indicate your political opinion

☐ Broadly Nationalist

☐ Broadly Unionist

☐ I do not wish to answer

☐ Other

Marketing

How did you hear of MPA Recruitment?

Have you ever worked for MPA or any other agency? Yes No

Office Use Only

Equality Monitoring Completed: Yes ☐ No ☐ Applicant Reference No _____

Application Form

Personal Details

Title

First Name

Middle Name(s)

Surname

Known as

Married Status

Maiden Name

National Insurance No.

Date of Birth

Address

Post Code

Home Phone Number

Mobile Phone Number

E-Mail Address

Right to work in the UK

Nationality

Work Permit Held? Yes No

Type of Work Permit

Expiry Date

If student, name of
College or University

In line with Home Office guidance on the prevention of illegal working we will need to verify and take a copy of your original ID documentation as evidence of your right to work in the UK if you are to be engaged by MPA Recruitment for temporary work.

Bank / Building Society Details

Bank Name

Location

Sort Code

Account Number

Account Holders Name

Application Form

Next of Kin Details

Contact Name

Relationship

Telephone Number

Training Verification

Please record details of all your most recent training in the following areas. You must provide an original certificate for each subject completed.

Manual Handling

First Aid

Safeguarding Vulnerable Adults

Infection Control

Fire Safety

C.O.S.H.H

Challenging Behaviour

HIV Awareness

Administration of Medications

Administration of I.V. Medications

Anaphylaxis

Hyponatraemia

Venepuncture

Other Training (please give the full name course and date completed)

Professional Registration Details

Type of Registration

(Professional Body)

If Other please specify

Registration Number

Date Obtained

Expiry Date

Revalidation Date

NMC Only

Union Details

Do you belong to a union?

Yes

No

Union Membership Number

Employment Record

Please list your previous posts beginning with the most recent starting when you left education (please continue on blank paper if necessary). Please complete in full and ensure that you include the day where a date is requested, for example 01/01/22

Note: NHS Requirements state "Employment History should be recorded on an Application Form which is signed". Please complete in full, do not cross out and write "See CV". All gaps in your employment must be accounted for in the section below.

Current / Most Recent Post

1. Name and Address of Employer

Title of post held / grade

Salary

Employed From

To

Brief description of duties

Reason for leaving

Previous Roles

2. Name and Address of Employer

Title of post held / grade

Salary

Employed From

To

Brief description of duties

Reason for leaving

3. Name and Address of Employer

Title of post held / grade

Salary

Employed From

To

Brief description of duties

Reason for leaving

4. Name and Address of Employer

Title of post held / grade

Salary

Employed From

To

Brief description of duties

Reason for leaving

Employment Record

Please continue your employment history on this page.

If you have more roles to add, then please complete these in the additional notes section at the end of this form.

Previous Roles

5. Name and Address of Employer

Title of post held / grade

Salary

Employed From

To

Brief description of duties

Reason for leaving

6. Name and Address of Employer

Title of post held / grade

Salary

Employed From

To

Brief description of duties

Reason for leaving

Employment Record - Explanation of Gaps

Please list all gaps in employment history below (please continue in the additional notes section at the end of this form if necessary).

Note: NHS Requirements state "Employment History should be recorded on an Application Form which is signed". Please complete in full, do not cross out and write "See CV"

From

To

Reason for Gap

Comments

Employment Declarations

Have you ever been dismissed from a healthcare related role?	Yes	No
Are you currently the subject of an investigation / disciplinary proceedings?	Yes	No
Are you currently the subject of a referral to a professional registration body? (e.g NISCC, NMC, HCPC, etc..)	Yes	No
Are you currently the subject of a referral referral to the Independent Safeguarding Authority (ISA) as a result of misconduct involving Children and / or vulnerable adults?	Yes	No
Have you previously worked for the NHS, Health & Social Care Trust or Apex Housing?	Yes	No
If yes, please give contact details for your most recent manager / supervisor		

Employment References

MPA Recruitment requires a reference from your last or most recent employer. By professional we mean actual employers, not colleagues, so work addresses are essential. All references must relate to the care sector over the last five years. If you have left a job working with children or vulnerable adults, legally a reason must be given.

Referee 1

Referee Name

Company Name and Address

Relationship

Telephone Number

Mobile Number

E-Mail Address

Referee 2

Referee Name

Company Name and Address

Relationship

Telephone Number

Mobile Number

E-Mail Address

Qualifications

Level of Qualification <i>E.g. GCSE, A-Level, Degree</i>	Date Taken	Subject Area	Grade / Result
---	------------	--------------	----------------

Confirmation

I confirm that all information provided is correct and accurate to the best of my knowledge

Name

Signature

Date

Occupational Health Questionnaire

Name

Date of Birth

Contact Number

Job Title

Question	Yes	No	Details
Have you ever been treated at a hospital for a serious illness or surgery?			
How much time have you lost from work due to illness in the last five years?			
Are you registered disabled?			
Were you ever diagnosed as dyslexic, dyspraxic or any related conditions?			
Were you ever diagnosed with aspergers or any related conditions?			
Have you ever required adjustments to help you undertake school or work tasks?			
Has anyone in your family or household had tuberculosis?			
Have you ever had Tuberculosis?			
Have you ever been tested for HIV?			
Have you ever lived abroad?			
Have you ever coughed up blood or had a persistent cough for more than 3 weeks in the last year?			
Have you had unexplained weight loss in the last year?			
Have you had unexplained fever, high temperature and/or night sweats?			
Do you smoke? How many per day?			
Do you drink alcohol? How many units per week?			
Are you receiving Medicines or prescriptions from your Doctor?			
Do you have any conditions other than those listed above which could affect how you carry out your assignment?			
Do you have any conditions which would make it difficult to undertake night work?			

(If YES you must include details, if date unknown please estimate)

Have you ever suffered from any of the following	Yes	No	Details
Heart / Circulatory Illness / Hypertension			
Diabetes			
Asthma / Hayfever			
Bronchitis / Pneumonia / Pleurisy			
Tuberculosis			
Epilepsy / Frequent Fainting Attacks			
Severe / Frequent / Prolonged Headaches or Migraines			

(If YES you must include details, if date unknown please estimate)

Occupational Health Questionnaire

Psychiatric Illness / Anxiety / Depression

Dermatitis / Psoriasis / Eczema

Allergies to rubber / latex or any drugs

Back Injury / Back Pains

Recurrent infections E.G sore throats / Ear Infections

Have you ever suffered from any of the following

Yes

No

Details

*(If YES you must include details,
if date unknown please estimate)*

Hepatitis / Jaundice

Chronic or recurrent diarrhoea / colitis

Problems with your hands, arms, legs or feet which effect
movement or normal use

Any illness / disease that makes you more vulnerable to infection

Chicken Pox (Varicella)

Shingles

German Measles (Rubella)

Hepatitis

Typhoid

Dysentery

Food Poisoning

**Have you ever been vaccinated, immunised or tested
for the following**

Yes

No

Details

*(If YES you must include details,
if date unknown please estimate)*

Tuberculosis (BCG)

Mumps, Measles and Rubella (MMR)

Hepatitis A

Hepatitis B

Hepatitis C

Typhoid

Tetanus

Poliomyelitis

Swine Flu

Reasonable Adjustments

Please review the statements below and indicate which statement applies to you.

Statement A - I am not aware that I have a health condition or disability that might impair my ability to undertake effectively the duties of the position that I am applying for.

Statement B - I do have a health condition or disability that might affect my work and may require special adjustments to support my work or place of work.

Confirmation

I declare that the foregoing statements are true and complete to the best of my knowledge. I am aware that I will be held responsible for the accuracy of this declaration and that if any answer is found to be false within my knowledge or any relevant fact has been wilfully suppressed any offer of employment will be withdrawn and should subsequent information come to light once they have been appointed then I will be liable for dismissal.

I understand that I may require further investigations and immunisations, the need for which will be explained to me by occupational health. I am aware as a worker in a healthcare environment that I have a legal duty and overriding ethical duty to protect the health and safety of patients and others. I understand that I must ensure that if I am aware that I have been exposed to HIV/AIDS infection I will seek immediate medical advice. I will follow client procedures regarding safeguarding of patients, colleagues and myself.

Name

Signature

Date

Keywords for Care & Support Workers

Please indicate the areas that describe your work experience, please remember that you will be held professionally accountable

Arrange leisure activities

Nursing homes

Care course candidates

NVQ / QCF Level 2

Catering assistant

NVQ / QCF Level 3

Catheter care

Observations

Challenging behaviour

Overall management responsibility

Collect prescriptions

Pediatrics

Control and restraint

Palliative Care / Terminally ill

Dispense medication

Preparation of meals

Domestic cleaning duties

Pressure areas and sores

Escort duties

Promoting continence

Fluid charts

Residential Homes

Home care

Schools

Hospitals

Senior care

Infection control

Serving meals

Laundry

Student nurse

Learning disabilities

Undertaking shopping

Making and changing beds

Urinalysis

Mental health

Young client group (15-25yrs)

NNEB

Keywords for Nurses

Please indicate the areas that describe your work experience, please remember that you will be held professionally accountable

A & E	Injections
Anaesthetic training	Intensive care unit
Bereavement clinic	IT skills
Blood pressure	ITU psychiatric
Cardiac	IV's
Cardiothoracic	Learning disability
Care of the elderly	Leg ulcers
Challenging behaviour	Medical
Chemotherapy	Mental health
Chronic disease management	Midwifery
Coil checks	Minor injuries
Communiity nursing	Neurology
Control and restraint	Nurse practinioner RCN accreditation
COPD	Nurse prescribing
Day care centre	Nursing homes
Day surgery	Occupational health
Dermatology	Oncology
Dressings	Orthopaedic
Ear syringing	Out patients
ECG's	Palilative care / Terminall ill
ENB practice nurse certificate	Practice nurse
Family planning	Prisons
Flu vaccinations	Radiology
Gynaecology	Renal
Haematology	Residential homes
Health visitor	School Nurse
High dependency unit	Smoking cessation
Home care	Stome care
Hospices	Surgical
Hospitals	Theatre
Incharge duties	Treatment room

Contract for Services for Temporary Workers

Contract for Services for Temporary Workers Between MPA Recruitment Ltd, acting as an Employment Business and herein after referred to as MPA.

1.1. These Terms constitute the entire agreement between the MPA Recruitment Ltd (hereinafter called MPA) and the agency worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker. However, no contract shall exist between MPA and the Agency Worker between Assignments. These Terms shall prevail over any other terms put forward by the Agency worker.

1.2. During an Assignment the Agency Worker will be engaged on a contract for services as a _____ by MPA on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of MPA although the Employment Business is required to make the Deductions from the Agency Worker's pay. These Terms shall not give rise to a contract of employment between MPA and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.

1.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between MPA and the Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.

1.4. MPA shall act as an employment business (as defined in the Employment (Miscellaneous Provisions) (Northern Ireland) Order 1981)) (as amended) when introducing or supplying the Agency Worker for Assignments with its Hirers.

2. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

2.1. MPA will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work. The Agency Worker shall not be obliged to accept any Assignment offered by MPA.

2.2. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

2.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and

2.2.2. the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work to the Agency Worker.

2.2.3. MPA reserves the right to offer any assignment to such temporary workers as it may elect where that assignment is open to several temporary workers.

2.3. At the same time as an Assignment is offered to the Agency Worker MPA shall provide the Agency Worker with an Assignment Details Form setting out the following:

2.3.1. the identity of the Hirer, and if applicable the nature of their business;

2.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;

2.3.3. the Type of Work, location and hours during which the Agency Worker would be required to work;

2.3.4. the Actual Rate of Pay that will be paid and any expenses payable by or to the Agency Worker;

2.3.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks; and

2.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment.

2.4. 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:

2.4.1. the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker and remains unchanged; or

2.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.

2.5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.

2.6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the First Assignment.

2.7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that MPA will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition, MPA will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.

2.8. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

3. AGENCY WORKER'S OBLIGATIONS

3.1. The Agency Worker is not obliged to accept any Assignment offered by MPA but if the Agency Worker does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will:

3.1.1. co-operate with the hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;

3.1.2. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;

3.1.3. take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Hirer;

3.1.4. not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring MPA and/or the Hirer into disrepute and/or which results in the loss of custom or business by either MPA or the Hirer;

3.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;

3.1.6. not at any time divulge to any person, nor use for his or her own or any other person's benefit, any Confidential Information relating to the Hirer's or MPAs' employees, business affairs, transactions or finances;

3.1.7. on completion of the Assignment or at any time when requested by the Hirer or MPA, return to the Hirer or where appropriate, to MPA, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.

3.2. If the Agency Worker accepts any Assignment offered by MPA, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at MPAs' request, the Agency Worker undertakes to:

3.2.1. Inform MPA of any Calendar Weeks prior to the date of

Contract for Services for Temporary Workers

commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;

3.2.2. provide MPA with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken, and any other details requested by MPA; and

3.2.3. inform MPA if s/he has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:

3.2.3.1. completed two or more assignments with the Hirer;

3.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or

3.2.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.

3.3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform MPA within 2 hours of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then MPA as soon as possible.

3.4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify MPA without delay.

3.5. The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause MPA or the Hirer to breach any Data Protection Laws.

3.6. The Agency Worker acknowledges that any breach of his/her obligations set out in these Terms may cause MPA to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

4. TIMESHEETS

4.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Agency Worker shall deliver to MPA a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Hirer.

4.2. The Agency worker will be paid weekly, one week in arrears

4.3. MPA shall pay the Agency Worker for all hours worked regardless of whether MPA has received payment from the Hirer for those hours.

4.4. Where the Agency Worker fails to submit a properly authenticated timesheet MPA shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business shall make no payment to the Agency Worker for hours not worked.

4.5. For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which MPA may make for the purpose of compliance with the AWR.

5. PAY AND DEDUCTIONS

5.1. For each Assignment MPA shall pay to the Agency Worker the Hourly Rate. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Assignment Details Form.

5.2. If the Agency Worker has completed the Qualifying Period on the start of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, MPA shall pay to the Agency Worker the Actual QP Rate of Pay which will be notified on a

per Assignment basis and set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.

5.3. The Hourly Rate, as applicable, will be paid weekly in arrears, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments.

5.4. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from MPA or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

5.5. Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which s/he may owe MPA including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his/her negligence or breach of either MPA's or the Hirer's rules.

6. ANNUAL LEAVE

6.1. The Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave under the WTR is 5.6 weeks, 28 days annual leave including 8 nominated bank holidays.

6.2. Entitlement to payment for annual leave accrues in proportion to the amount of time worked by the Agency Worker on Assignment during the Leave Year.

6.3. Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR.

6.4. All annual leave must be taken during the course of the Leave Year (January-December) in which it accrues and, none may be carried forward to the next year. The Agency Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.

6.5. If the Agency Worker wishes to take paid annual leave during the course of an Assignment s/he should notify MPA of the dates of his/her intended absence giving notice of at least twice the length of the period of annual leave that s/he wishes to take. In certain circumstances MPA may require the Agency Worker to take paid annual leave at specific times or notify the Agency Worker of periods when paid annual leave cannot be taken. Where the Agency Worker has given notice of a request to take paid annual leave in accordance with this clause, MPA may give counter-notice to the Agency Worker to postpone or reduce the amount of leave that the Agency Worker wishes to take. In such circumstances MPA will inform the Agency Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

6.6. In the course of any Assignment during the first Leave Year, the Agency Worker is entitled to request leave at the rate of one-twelfth of the Agency Worker's total holiday entitlement in each month of the leave year.

6.7. Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and the Agency Worker does not work on that day, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), that day shall count as part of the Agency Worker's paid annual leave entitlement.

6.8. Where these Terms are terminated by either party, the Agency Worker shall repay to the Employment Business an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and the Agency Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any final payment owed to the Agency Worker. If, following such deduction the Agency Worker owes further monies in respect of pay received for annual leave taken but not accrued at the time of Termination, the Agency Worker will repay such monies within 7 days of termination of these Terms.]

7. SICKNESS ABSENCE

7.1. The Agency Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

7.2. The Agency Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.

Contract for Services for Temporary Workers

7.3. 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.

7.4. In the event that the Agency Worker submits a Statement of Fitness for Work ("the Statement") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.

7.5. Where clause 8.4 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

8. TERMINATION

8.1. MPA, the Agency Worker or the Hirer may terminate the Agency Worker's Assignment at any time without prior notice or liability.

8.2. There is no obligation by MPA to provide or the temporary worker to serve, any nominal number of hours on any day or week. Failure to attend or leaving an assignment for any reason without prior notification for any period will result in the automatic termination of the temporary workers contract for service.

8.3. There is no notice required for a) the temporary worker to terminate the employment and b) MPA to terminate the temporary workers employment. However, MPA will endeavour to give the temporary worker at least one days' notice and would appreciate if the temporary worker would return this gesture.

8.4. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between MPA and the Hirer. In the event that the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (save for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).

8.5. If the Agency Worker does not inform the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Agency Worker unless the Agency Worker can show that exceptional circumstances prevented him or her from communicating Absence.

8.6. MPA and the temporary worker agree that the nature of temporary work is such that there may be periods between assignments when no work is available.

8.7. MPA may instruct the temporary worker to end an assignment with a client at any time.

8.8. If the Agency Worker does not report to the Employment Business to notify his/her availability for work for a period of 3 months, this contract for services will automatically terminate and the Employment Business will forward his/her P45 to his/her last known address.

9. INTELLECTUAL PROPERTY RIGHTS

The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly, the Agency Worker shall execute all such documents and do all such acts as the Employment Business shall

from time to time require in order to give effect to its rights pursuant to this clause.

10. CONFIDENTIALITY

10.1. In order to protect the confidentiality and trade secrets of any Hirer and MPA and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:

10.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;

10.1.2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and

10.1.3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

11. DATA PROTECTION

The Agency Worker acknowledges that MPA must process personal data about him/her in order to properly fulfil its obligations under these Terms and as otherwise required by law in relation to his/her engagement in accordance with the Data Protection Laws. Such processing will principally be for personnel, administrative and payroll purposes.

12. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

13. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, including by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

14. RIGHTS OF THIRD PARTIES

None of the provisions of these Terms are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

15. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of Northern Ireland and are subject to the exclusive jurisdiction of the Courts of Northern Ireland.

By signing this contract you also accept the conditions of work as stated above

Name

Signature

Date

Working Time Directive

The regulations say that on average you should not be asked to work more than 48 hours in each week, taken over a 17 week period.

By signing this Opt-Out Agreement, you will give yourself the power to decide how many hours per week you want to work. It gives you the right to plan your working week however you wish.

You are under no obligation to sign this form

Opt-out of a 48 Hour Working Week Agreement

The Opt-Out Agreement is made under the provisions of the Working Time Directive (WTD) 1998 and as such forms part of your Contract of Employment with MPA Recruitment.

- The WTD regulations ensures that the worker shall not work in excess of a 48 hour week, averaged over 17 weeks, unless they have agreed in advance to do so.
- With effect from the 17th December 1999, workers who sign an individual 48 Hour Opt-Out Agreement, need not have their working hours recorded for monitoring purposes.
- Any worker that wishes to withdraw their Agreement to an existing 'Opt-Out' may do so after giving appropriate notice to their employer

Declaration

I hereby agree to 'Opt-Out' of the 48 Hour Agreement as specified in the Working Time Directive.

I understand that if I wish to revoke this in the future, then I am required to give MPA Recruitment a minimum of 4 weeks' notice in writing.

Name

Signature

Date

Declarations

Because of the nature of the work for which you are applying, this post is exempt from provisions of Section 4.2 of the Rehabilitation of Offenders Act 1974 (Exemption Order 1957). Applicants are therefore, not entitled to withhold information about convictions which for other purposes are 'spent' under the provisions of the Act and in the event of employment, any failure to disclose such convictions could result in dismissal or disciplinary action. Any information given will be completely confidential and will be considered only in relation to an application for positions in which the Order applies, and should be entered at the end of any particulars you give in support of your application. A copy of our written policies are available upon request. A criminal record will not necessarily be a bar to obtaining a position.

MPA Recruitment complies fully with the AccessNI Code of Practice, issued by the Department of Justice, in connection with the use of information provided to registered persons, their nominees and other recipients of information by Access NI under Part V of the Police Act 1997, for the purposes of assessing Applicants suitability for employment purposes, voluntary positions, licensing and other relevant purposes. We undertake to treat all applicants for positions fairly and do not discriminate unfairly or unlawfully against the subject of a Disclosure on the basis of conviction or other information revealed. A full copy of MPA Recruitment's policy on the recruitment of ex-offenders and the AccessNI Code of Practice are available on request.

You can also view the AccessNI Code of Practice at <https://nidirect.gov.uk/publications/accessni-code-practice>

Convictions

Have you ever been convicted of a criminal offence?	Yes	No
---	-----	----

Do you have any spent or unspent criminal convictions?	Yes	No
--	-----	----

Any conviction, caution, reprimand will require a written statement of each and every event and how it does not affect your suitability for the role you are applying for.

Further Information

Have you supplied additional information with this application for any:

Spent / unspent convictions, cautions or reprimands?	Yes	No
--	-----	----

Have you ever been involved in Court Proceedings?	Yes	No
---	-----	----

Regulated Activity

Is there any reason why you cannot work in a regulated activity?	Yes	No
--	-----	----

If yes, please provide further details using the space below:

Declarations

confirm that the information I have provided in support of this application is complete and true and understand that knowingly to make a false statement could be a criminal offence.

I consent to MPA Recruitment checking details I have provided in support of this application against the various data sources in order to verify my identity and process the application. These details may be recorded and used to assist other organisations, such as Access NI, NMC, Safeguarding Team, NISCC, etc.

Please refer to the privacy noticed provided by Access NI regarding how they process your information when completing criminal record checks and disclosures. This privacy policy can be found online at the Access NI website by visiting <https://www.justice-ni.gov.uk/publications/ani-privacy>. If you are unable to access the Access NI Privacy Notice online then please request a paper copy from your local MPA Recruitment branch and we will be happy to supply you with this information.

I confirm that to the best of my knowledge the information given on this form is true and correct.

Name

Signature

Date

Consent Declaration

I hereby give my consent to the Company to process the following information:

Personal data

- Name
- Date of birth
- Contact details, including telephone number, email address and postal address
- Experience, training and qualifications
- CV
- National insurance number
- Next of Kin Details

Sensitive personal data

- [Disability/health condition relevant to the role]
- [Criminal conviction]

I consent to the Company processing the above personal data for the following purposes:

- For the Company to provide me with work-finding services.
- For the Company to process with or transfer my personal data to client/s to provide me with work-finding services.
- For the Company to process my data on a computerised database to provide me with work-finding services.
- I also consent to the Company processing my personal data with third parties including [The REC] for the purposes of internal audits and investigations carried out on the Company to ensure that the Company is complying with all relevant laws and obligations.

The consent I give to the Company will last for five years.

I am aware that I have the right to withdraw my consent at any time by informing the Company that I wish to do so.

Name

Signature

Date

Data Protection

MPA Recruitment provides work-finding services to its clients and work-seekers. We must process personal data (including sensitive personal data) so that we can provide these services – in doing so, we act as a data controller. This is why we have asked for your personal data on this form. When we process your personal data we must do so in accordance with data protection laws. Those laws require us to give you a Privacy Statement to explain how we manage your personal data. Please see our Privacy Statement in Annex A.

Privacy Statement

The Company is a recruitment business which provides work-finding services to its clients and work-seekers. The Company must process personal data (including sensitive personal data) so that it can provide these services – in doing so, the Company acts as a data controller.

You may give your personal details to the Company directly, such as on an application or registration form or via our website, or we may collect them from another source such as a jobs board. The Company must have a legal basis for processing your personal data. For the purposes of providing you with work-finding services and/or information relating to roles relevant to you we will only use your personal data in accordance with the terms of the following statement.

1. Collection and use of personal data

a. Purpose of processing and legal basis

The Company will collect your personal data (which may include sensitive personal data) and will process your personal data for the purposes of providing you with work-finding services. This includes for example, contacting you about job opportunities, assessing your suitability for those opportunities, updating our databases, putting you forward for job opportunities, arranging payments to you and developing and managing our services and relationship with you and our clients.

In some cases we may be required to use your data for the purpose of investigating, reporting and detecting crime and also to comply with laws that apply to us. We may also use your information during the course of internal audits to demonstrate our compliance with certain industry standards.

The legal bases we rely upon to offer these services to you are:

- Your consent
- Where we have a legitimate interest
- To comply with a legal obligation that we have
- To fulfil a contractual obligation that we have with you

b. Legitimate interest

This is where the Company has a legitimate reason to process your data provided it is reasonable and does not go against what you would reasonably expect from us. Where the Company has relied on a legitimate interest to process your personal data our legitimate interests is/are as follows:

The organisation has a legitimate interest in processing personal data during the recruitment process and for keeping records of the process. Processing data from job applicants allows the organisation to manage the recruitment process, assess and confirm a candidate's suitability for employment and decide to whom to offer a job. The organisation may also need to process data from job applicants to respond to and defend against legal claims.

Where the organisation relies on legitimate interests as a reason for processing data, it has considered whether or not those interests are overridden by the rights and freedoms of employees or workers and has concluded that they are not.

The organisation processes health information if it needs to make reasonable adjustments to the recruitment process for candidates who have a disability. This is to carry out its obligations and exercise specific rights in relation to employment.

Where the organisation processes other special categories of data, such as information about ethnic origin, sexual orientation, health or religion or belief, this is for equal opportunities monitoring purposes.

For some roles, the organisation is obliged to seek information about criminal convictions and offences. Where the organisation seeks this information, it does so because it is necessary for it to carry out its obligations and exercise specific rights in relation to employment.

The organisation will not use your data for any purpose other than the recruitment exercise for which you have applied.

Privacy Statement

c. Recipient/s of data

The organisation will not share your data with third parties, unless your application for employment is successful and it makes you an offer of employment. The organisation will then share your data with;

- Former employers to obtain references for you,
- Vetting services [Access NI, the Disclosure and Barring Service] to obtain criminal records checks (if a requirement of the job role)
- Regulatory bodies RQIA and NISCC (healthcare workers only)
- Security Vetting (if deemed appropriate for the role)

d. Statutory / contractual requirement

Your personal data is required by law and/or a contractual requirement (e.g. our client may require this personal data), and/or a requirement necessary to enter into a contract. You are obliged to provide the personal data and if you do not the consequences of failure to provide the data are:

- We will be unable to process your application for work any further

2. Overseas transfers

The Company may transfer only the information you provide to us to countries outside the European Economic Area ('EEA') for the purposes of providing you with work-finding services. We will take steps to ensure adequate protections are in place to ensure the security of your information. The EEA comprises the EU member states plus Norway, Iceland and Liechtenstein.

3. Data retention

The Company will retain your personal data only for as long as is necessary for the purpose we collect it. Different laws may also require us to keep different data for different periods of time.

The Conduct of Employment Agencies and Employment Businesses Regulations 2003, require us to keep work-seeker records for at least one year from (a) the date of their creation or (b) after the date on which we last provide you with work-finding services.

We must also keep your payroll records, holiday pay, sick pay and pensions auto-enrolment records for as long as is legally required by HMRC and associated national minimum wage, social security and tax legislation.

Where the Company has obtained your consent to process your personal and sensitive personal data, we will do so in line with our retention policy. Upon expiry of that period the Company will seek further consent from you. Where consent is not granted the Company will cease to process your personal data and sensitive personal data.

4. Your rights

Please be aware that you have the following data protection rights:

- The right to be informed about the personal data the Company processes on you;
- The right of access to the personal data the Company processes on you;
- The right to rectification of your personal data;
- The right to erasure of your personal data in certain circumstances;
- The right to restrict processing of your personal data;
- The right to data portability in certain circumstances;
- The right to object to the processing of your personal data that was based on a public or legitimate interest;
- The right not to be subjected to automated decision making and profiling; and
- The right to withdraw consent at any time.

Where you have consented to the Company processing your personal data and sensitive personal data you have the right to withdraw that consent at any time by contacting our data protection officer at dataprotection@mparecruitment.co.uk.

There may be circumstances where the Company will still need to process your data for legal or official reasons. We will inform you if this is the case. Where this is the case, we will restrict the data to only what is necessary for the purpose of meeting those specific reasons.

If you believe that any of your data that the Company processes is incorrect or incomplete, please contact us using the details above and we will take reasonable steps to check its accuracy and correct it where necessary.

You can also contact us using the above details if you want us to restrict the type or amount of data we process for you, access your personal data or exercise any of the other rights listed above.

Privacy Statement

5. Automated decision-making

Recruitment processes are not based solely on automated decision making.

6. Complaints or queries

If you wish to complain about this privacy notice or any of the procedures set out in it, please contact:

MPA Recruitment Data Protection Officer

18 Great James Street
Derry-Londonderry
BT48 7DA

Telephone: 028 7136 0070

Email: dataprotection@mparecruitment.co.uk

You also have the right to raise concerns with Information Commissioner's Office on 0303 123 1113 or at <https://ico.org.uk/concerns/>, or any other relevant supervisory authority should your personal data be processed outside of the UK, if you believe that your data protection rights have not been adhered to.

If, during the course of a temporary assignment, the Client wishes to employ me direct, I acknowledge that MPA Recruitment will be entitled to either charge the client an introduction / transfer fee, or to agree an extension of the hiring period with the Client (after which I may be employed by the Client without further charge being applicable to the Client).

Name

Signature

Date

Additional Information

Please use this section to add any addition information as required

Additional Information

Please use this section to add any addition information as required