



Cavendishstaffing DOCTOR APPLICATION FORM

Please complete all sections using CAPITAL LETTERS and return with required documents

PERSONAL DETAILS

Title:	Surname:
Forename(s):	Nationality:
Contact Address:	
Postcode:	National Insurance No:
Home Phone:	
Mobile Phone:	
Email:	
Are you a Car Driver/Owner?	Date of Birth: / /
Sex:	GMC No: (FULL ONLY)

PROFESSIONAL MISCONDUCT

Have there been any proceedings of medical negligence or professional misconduct against you and have you ever been suspended? YES <input type="checkbox"/> NO <input type="checkbox"/>
If "YES" please supply details:
Are you aware of the GMS's performance monitoring process? YES <input type="checkbox"/> NO <input type="checkbox"/>

SPECIALITY

Which speciality would you like to work?

Speciality 1:	Speciality 2:
Speciality 3:	Speciality 4:

NEXT OF KIN

Name:	Telephone:
Contact Address:	

DECLARATION OF HEALTH

Please state whether you have or have not suffered from any of the following. Where the question has prompted a 'yes' response please enter details in the comments box.

Description of Illness	YES	NO	Comments
Cardio/vascular illness including chest pain, high blood pressure, low blood pressure.	<input type="checkbox"/>	<input type="checkbox"/>	
Eye disease/injury or defect of vision not corrected by glasses.	<input type="checkbox"/>	<input type="checkbox"/>	
Asthma, bronchitis, pleurisy, pneumonia or other chest illness.	<input type="checkbox"/>	<input type="checkbox"/>	
Tuberculosis	<input type="checkbox"/>	<input type="checkbox"/>	
Diabetes, thyroid or other glandular problems	<input type="checkbox"/>	<input type="checkbox"/>	
Epilepsy, frequent fainting attacks, giddiness or migraine	<input type="checkbox"/>	<input type="checkbox"/>	
Chicken pox, German measles, poliomyelitis, dysentery, rheumatic fever, jaundice	<input type="checkbox"/>	<input type="checkbox"/>	
Any degree of hearing loss.	<input type="checkbox"/>	<input type="checkbox"/>	
Hepatitis A, B or C	<input type="checkbox"/>	<input type="checkbox"/>	
Prolonged or severe back ache, back injury, neck injury.	<input type="checkbox"/>	<input type="checkbox"/>	
Do you have any illness that affects your mobility/movement?	<input type="checkbox"/>	<input type="checkbox"/>	
Are you currently taking any prescribed medication?	<input type="checkbox"/>	<input type="checkbox"/>	
Have you ever been treated for any other serious illness/operations?	<input type="checkbox"/>	<input type="checkbox"/>	
Do you have any allergies?	<input type="checkbox"/>	<input type="checkbox"/>	
Do you suffer with dermatitis, psoriasis, melanoma or other skin complaints?	<input type="checkbox"/>	<input type="checkbox"/>	
Are you registered disabled?	<input type="checkbox"/>	<input type="checkbox"/>	
Are there any reasonable adjustments that an employer should make to enable you to work?	<input type="checkbox"/>	<input type="checkbox"/>	
Have you ever suffered with depression, mental illness or a nervous breakdown?	<input type="checkbox"/>	<input type="checkbox"/>	
Have you any reason to believe you may be infected with a communicable disease?	<input type="checkbox"/>	<input type="checkbox"/>	
Have you knowingly been in contact with MRSA or worked within an MRSA environment?	<input type="checkbox"/>	<input type="checkbox"/>	

IONISATION RADIATION CERTIFICATE

Do you hold the certificate in Ionisation radiation?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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VACCINATION STATUS

Hepatitis B - Initial Course	YES <input type="checkbox"/>	Enclosed Evidence <input type="checkbox"/>
Hepatitis B – Antibody Titre Result _____		Enclosed Evidence <input type="checkbox"/>

If 'No' please consult your appropriate occupation health department NHS Requirement is that a Hepatitis B surface antibody level should be over 100 iu/L from a test carried out in the UK within the last 5 year. Non-responders to the vaccine will need to show evidence of a negative surface antigen to prove non-infectivity to the virus.

Rubella	<input type="checkbox"/>	Varicella	<input type="checkbox"/>	Polio	<input type="checkbox"/>
BCG	<input type="checkbox"/>	Heaf/Mantoux	<input type="checkbox"/>	Tetanus	<input type="checkbox"/>

Do you have natural immunity to:

Chickenpox	<input type="checkbox"/>	Measles	<input type="checkbox"/>	Mumps	<input type="checkbox"/>
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Many hospitals are now insisting on seeing evidence of immunity to Rubella, Varicella and other viruses, preferably on a Pathology report, especially if doctors wish to work in Obstetrics and Gynaecology, Paediatrics and Accident & Emergency. An official Occupational Health Department immunisation record showing immunity will also be accepted by most hospitals.



Please assure us that you are aware and have read the department of health's guidelines on AIDS/HIV infected health care workers issued in April 1993 and the GMC's booklet serious communicable diseases - October 1997 and agree to abide by these recommendations.

Signed.	Date
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I declare that the answers given with this Declaration of Health are true and complete to the best of my knowledge and belief. I understand that making false statements or failure to declare health problems could lead to my removal from the Cavendish Staffing register. I give Cavendish Staffing permission to contact my GP to obtain further information if necessary.

Signed.	Date
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Please attach an up to date CV in order that we may find you placements best suited to your experience, work pattern and circumstances. You now need to sign this form in order that we may know that all the information provided above is correct to the best of our knowledge.

I declare that all the information provided above and in the attached CV is correct and accurate to the best of my knowledge. I am aware that this information shall be relied upon to find placement opportunities for me.

Signed.	Date
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OCCUPATION STATUS

Your entitlement for working as a doctor in the UK is based upon what status:

EU Citizen	<input type="checkbox"/>	Spouse of an EU Citizen	<input type="checkbox"/>	Work Permit	<input type="checkbox"/>
Permit-free Visa	<input type="checkbox"/>	Right of Abode in the UK	<input type="checkbox"/>	Admitted to UK as Doctor Prior to 1985	<input type="checkbox"/>

If you are an EEC Citizen please supply us with any of the following documents:

Original payslip with your National Insurance details Birth Certificate or copy of Passport.	Enclosed Evidence <input type="checkbox"/>
If your place of origin is outside the EEC, please provide supporting visa documentation and copy of passport	Enclosed Evidence <input type="checkbox"/>

Rehabilitation of Offenders Act

Because of the nature of the work for which you are applying, Section 4(2), and further Orders made by the Secretary of State under the provision of this section of the Rehabilitation of Offenders Act (1974) (Exceptions) Order 1975 apply. Applicants are therefore required to give information about convictions which for other purposes are "spent" under the provisions of the Act. Any information given will be completely confidential and will be considered only in relation for positions to which the order applies.

Have you at any time been convicted of an offence?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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If "Yes", please give details in the box provided.

REFERENCES

Please supply the names and work addresses of two clinical professional referees. One must be from your present or most recent employer and must be a senior grade to yourself and you must have worked for that person for a period of not less than three months duration.

1. Name:	Position	
Work Address:		
Postcode	Telephone	Fax
Email		

In what capacity and how long has this person known you?		
May we contact your referee prior to an interview?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

2. Name:		Position
Work Address:		
Postcode	Telephone	Fax
Email		
In what capacity and how long has this person known you?		
May we contact your referee prior to an interview?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

DECLARATION

I confirm that the information given in this application is, to the best of my knowledge, true. I am permitted to work in the UK. I have read, understood and agree to the conditions of work for temporary nurses, of which I have been given a copy. I understand that my registration is subject to the receipt of at least two satisfactory references and enhanced disclosure from the Criminal Records Bureau. I undertake to inform Cavendish Staffing should I be convicted of an offence in the future. I undertake to inform Cavendish Staffing immediately if I am engaged through their introduction, including the offer of permanent employment following a temporary assignment. I agree to respect the confidentiality of patients and any other information I may have access to, at all times.

Signed.	Date
PRINT NAME:	

PROFESSIONAL MISCONDUCT

<p>Have there been any proceedings of medical negligence or professional misconduct against you and have you ever been suspended or dismissed?</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>If "YES" please supply details:</p>
<p>Have you ever been convicted of a criminal offence, bound over by any court or cautioned by the police?</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>If "YES" please supply details:</p>
<p>Are you, or have been, on the Protection of Children Act (POCA) list or Protection of Vulnerable Adult (POVA) list?</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>If "YES" please supply details:</p>
<p>Have you been charged with any offence, or to your knowledge been investigated by police?</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>If "YES" please supply details:</p>
<p>Have you been dismissed or given a spoken or written warning as part of disciplinary proceedings by a previous employer?</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>If "YES" please supply details:</p>
<p>Have you been disqualified from caring for children under the Disqualification for Caring for Children Regulations 2002?</p> <p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>If "YES" please supply details:</p>

APPLICATION CHECKLIST
(Please tick each area below)

- | | | |
|-----|--|--------------------------|
| 1. | Passport-sized photographs | <input type="checkbox"/> |
| 2. | FULL Registration GMC Certificate | <input type="checkbox"/> |
| 3. | Criminal Records Bureau Enhanced Disclosure | <input type="checkbox"/> |
| 4. | Evidence of current address | <input type="checkbox"/> |
| 5. | Passport | <input type="checkbox"/> |
| 6. | CV/Resume | <input type="checkbox"/> |
| 7. | Supplementary / Performers Listing (GP Only) | <input type="checkbox"/> |
| 8. | JCPTGP / PMETB Certificate (GP Only) | <input type="checkbox"/> |
| 9. | All immunisation evidence | <input type="checkbox"/> |
| 10. | A Copy of Professional Indemnity Insurance | <input type="checkbox"/> |

PAY

When working for Cavendish Staffing, you can be paid in one of the following ways:

PAYE: This means that Cavendish Staffing becomes your main or second employer. This also means that we look after your tax and that you will get holiday and sick pay in line with statutory requirements.
Self-Employment: This means your earnings are paid direct to you. You would not be entitled to holiday or sick pay. It is your responsibility to pay your own tax and National Insurance contributions directly to the Inland Revenue (UK).
Limited Company: This means that a limited company of your choice deals with all your financial requirements. There is no holiday or sick pay with this option. If you take this option then you will need to provide us with your Limited Company details.

PAYE:	<input type="checkbox"/>	
SELF EMPLOYMENT:	<input type="checkbox"/>	(You will be paid gross. It will be your responsibility to pay your own tax and National Insurance)
LIMITED COMPANY:	<input type="checkbox"/>	(If you tick this option we will pay the Ltd Company Gross. The Ltd company will pay you directly. Please ensure that your company details are supplied)

Signed: _____ **Print Name:** _____

Date: ___ / ___ / ___

BANK DETAILS

Name of Bank:	Account Number:	Sort Code:
Address:		Account Name:

Temporary Workers Agreement

1. Definitions

1.1 In this agreement, the following terms have the following meanings:

Affiliate: in relation to a party, means any subsidiary, holding company (ies), and such holding company (ies)' subsidiaries as such terms are defined in Sections 736 Companies Act 1985;

Client: means the person to whom Cavendish Staffing Limited contracts to provide services, whose details are set out below:

Confidential information: shall include, but not necessarily be limited to, all information which is not publicly known including the business, finances, trade secrets, and any other commercially sensitive information of a party regardless of its nature. In the case of the Client. Confidential Information expressly includes patient information;

Nursing Regulations: means the Nurses Agencies Regulations 2002 (as amended by The Care Standards Act 2000 (Domiciliary Care Agencies and Nurses Agencies) (Amendment) (England) Regulations 2003;

Conduct Regulations: means the Conduct of Employment Agencies and Employment Business Regulations 2003;

Handbook: the Cavendish Staffing Limited Handbook;

Temporary Workers: nurses (being registered nurses, registered midwives or registered health visitors) supplied to the Client by Cavendish Staffing Limited under this agreement as independent contractors.

1.2. In this agreement unless the context otherwise requires:

1.2.1 Words importing any gender include every gender; words importing the singular number include the plural number and vice versa: words importing persons includes firms, companies and corporations and vice versa;

1.2.2 The headings to the clauses, schedules and paragraphs of this agreement will not affect the interpretation;

1.2.3 Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bye law made under that enactment;

1.2.4 any reference to "including", "includes" or words of like effect shall be construed to mean including but not limited to, and any list of terms prefaced by such words shall not be deemed to include reference only to items of a like nature or limit the sense of the words preceding those terms so described;

1.2.5 Any obligation on any part not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done.

2. Status of Cavendish Staffing Limited

2.1. For the purposes of this agreement, Cavendish Staffing Limited operates as an employment business:

3. Status of Temporary Workers

3.1. All Temporary Workers supplied to the Client are independent contractors engaged under a contract for services with Cavendish Staffing Limited. No Temporary Worker is or shall be engaged under a contract of service or employment by Cavendish Staffing Limited or by the Client.

4. Fees for provision of Temporary Workers

4.1 Cavendish Staffing Limited will charge the Client for the services of Temporary Workers according to its scale of charges current at the time such services are supplied to the client. Cavendish Staffing Limited may revise its charges according to its scale of charges at any time by giving the Client not less than 30 days prior written notice at any time. The Client is not entitled to any rebate or refunds under this agreement.

4.2 Cavendish Staffing Limited reserves the right on not less than seven days prior written notice to increase its scale of charges by such sum as it reasonably considers to be necessary in its sole and absolute discretion to offset any increased costs with Cavendish Staffing Limited reasonably considers it will incur in fulfilling obligations imposed upon it by changes in law or other regulations.

4.3 In most cases no charge is made for travelling expenses incurred by Temporary Workers supplied. However, on occasions when travel may be difficult Cavendish Staffing Limited will request the prior agreement of the Client to pay for necessary travel expenses which will be payable directly to Cavendish Staffing Limited nurses together with the relevant weekly invoice.

4.4 The Client shall notify Cavendish Staffing Limited immediately of any changes in the duties of the Temporary Worker which may occur during a shift and for which a different charge is payable.

4.5 On each day upon which services are provided Cavendish Staffing Limited, the Client will sign a Timesheet to be submitted by each Temporary Worker during that week.

4.6 Cavendish Staffing Limited will invoice the Client on a weekly basis, or for any lesser period as determined by the duration of the supply. All sums in this agreement are expressed to be net of value added tax, which shall be payable in addition by the Client where applicable.

- 4.7. Payment of all invoices is due to Cavendish Staffing Limited forthwith upon receipt of invoices by the Client. Should payment of any invoice remain outstanding more than seven days from the date of invoice, Cavendish Staffing Limited shall be entitled without prejudice to its other rights and obligations without notice:
- 4.7.1 To terminate this Agreement and/or any or all of the then current orders for Temporary Worker services (but without prejudice to Cavendish Staffing Limited accrued rights under such orders);
 - 4.7.2 To refuse to accept any further orders for the supply of Temporary Workers
 - 4.7.3 To charge the Client interest at the rate prevailing in the Late Payment of Commercial Debts (interest) Act 1998.
- 4.8. Payment of monies' due from the Client to Cavendish Staffing Limited shall be made directly to the Cavendish Staffing Limited or as Cavendish Staffing Limited shall direct and in no circumstances shall such payments be made to any temporary worker. Temporary workers have no express or implied authority to receive monies due to Cavendish Staffing Limited and Cavendish Staffing Limited will not acknowledge any payment made by such means.
5. Client requirements and information to be supplied to Client
- 5.1. Cavendish Staffing Limited will supply Temporary Workers in accordance with the Client's requirements as notified to Cavendish Staffing Limited from time to time. In particular, but without limiting the foregoing, the Client shall provide the following information to Cavendish Staffing Limited in writing as required by the Conduct Regulations:
- a) Identity of the Client and the nature of the Client's business;
 - b) The date on which the Client requires the Temporary Employee to commence work and the duration or likely duration of the engagement.
 - c) The position the Client seeks to fill, including the type of work the Temporary Employee would be required to do, the location at which and the hours during which the Temporary Worker would be required to work and any risks to health and safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - d) The experience, training qualification and any authorisation the Client considers necessary or which are required by law or any professional body for the Temporary Employee to possess in order to work in the position;
 - e) Any expenses payable by or to the temporary Employee.

The Client shall provide all information necessary to ensure the Temporary Employee is aware of any requirement imposed by law or any professional body which must be satisfied by Cavendish Staffing Limited or the Temporary Employee in relation to the proposed engagement.

- 5.2. Cavendish Staffing Limited will obtain from the Temporary Worker confirmation of the identity of the Temporary Worker, that the Temporary Worker has the experience, training, qualifications and any authorisations required by the Client or applicable law or by any professional body, together with all the other information required by the Conduct Regulations and the Nursing Regulations.
- 5.3. Notwithstanding the above, Cavendish Staffing Limited shall only be required to provide the following information to the Client, which it shall supply before the Temporary Worker is supplied:
- 5.3.1 The name of the Temporary Worker to be supplied and the means of contacting her;
 - 5.3.2 The qualifications and experience of the Temporary Worker being supplied.
 - 5.3.3 The name of the member of staff at Cavendish Staffing Limited responsible for the supply of the Temporary Worker, and
 - 5.3.4 How the Client may contact Cavendish Staffing Limited
- 5.4. Without prejudice to Cavendish Staffing Limited obligations in clause 5.1, the Client shall be solely responsible for satisfying itself to the suitability of Temporary Workers supplied and for providing such training as may be necessary for Temporary Workers to properly fulfil specific work requirement of the Client.
6. No guarantee of supply
- 6.1. Cavendish Staffing Limited will endeavour to supply Temporary Workers for the full period ordered by the Client. However acceptance of any order shall not constitute any warranty or guarantee of the availability of Temporary Workers for such period and Cavendish Staffing Limited shall not be liable to the Client for any loss arising as a result of Cavendish Staffing Limited failure or inability to supply Temporary Workers for all or part of the engagement ordered.
- 6.2. Cavendish Staffing Limited will not be obliged to supply Temporary Workers to perform duties of any person who is taking part in a strike or other industrial action, whether directly or indirectly, as provided by Regulation 7 of the Contract Regulations.

6.3 The Client shall not request the supply of a Temporary Worker to fulfil a requirement for services which will or is expected to last for less than four hours. If Cavendish Staffing Limited agrees to fulfil a request for services of less than four hours, then Cavendish Staffing Limited shall charge the Client for an engagement of four hours.

7. Client to control Temporary Workers

7.1 The Client shall have absolute control over Temporary Workers from the time of their arrival at the Client's place of business (or such other location as the Client shall direct) until they cease working for the Client and in particular but without limiting the generality of the foregoing, the Client shall have exclusive control and direction regarding the manner, time and place in which work shall be carried out and during such time the Client shall be vicariously liable for all acts and omissions of Temporary Workers as if the Client was their employer (but without prejudice to clause 2.1 above)

7.2 The Client shall co-operate fully with Cavendish Staffing Limited to assist Cavendish Staffing Limited to review the quality of the service provided to the Client and the performance of the Temporary Workers provided by it, and shall consult with Cavendish Staffing Limited and provide Cavendish Staffing Limited with all such information as Cavendish Staffing Limited shall reasonably request from time to time.

7.3 Cavendish Staffing Limited will perform all statutory functions required by the Conduct Regulation and the Nursing Regulations and the minimum standards in relation to Nurses Agencies published by the Department of Health from time to time.

8. Warranties

8.1 The Client warrants to Cavendish Staffing Limited in respect of each order for which Cavendish Staffing Limited provides or is instructed to provide Temporary Workers under this agreement as follows:

- 8.1.1. That it has or will provide sufficient information to Cavendish Staffing Limited to enable Cavendish Staffing Limited to supply a suitable Temporary Worker for the position including the information required in clause 5.1;
- 8.1.2. That it has or will provide Cavendish Staffing Limited with all the material information concerning the nature of the position for which the Temporary Worker will be supplied, and in the Temporary Worker to work for the Client in the position for which the Temporary Worker is provided;
- 8.1.3. that it will comply with all obligations, duties, liabilities and regulations whether statutory or otherwise arising from, or directly or indirectly connected with work carried out by Temporary Workers, including health and safety requirements, any requirements of the Working Time Regulations 1998 and the Data Protection Act 1998 in respect of personal data disclosed to it by Cavendish Staffing Limited or any Temporary Worker.

8.2 Cavendish Staffing Limited shall use reasonable skill and care in performing its obligations under this Agreement. Except as expressly set out in these terms and conditions. Cavendish Staffing Limited makes no warranty of any kind and all other conditions, warranties or other statements whatsoever whether express or implied by statute or common law or otherwise howsoever, written or oral and hereby excluded.

8.3. Having regarded to the Working Time Regulations 1998 the Client shall:

- 8.3.1. Notify Cavendish Staffing Limited in writing:
 - a) Prior to the commencement of any assignment whether any Temporary Worker to be supplied to the Client will be a night worker for the purposes of the Working Time regulations;
 - b) At least 48 hours before assigning any Temporary Worker already supplied to the Client to duties which will render that worker a night worker, and in each case whether that night worker will involves special hazards or heavy physical or mental strain.
- 8.3.2. Observe such limits and entitlements in respect of working time as are provided by the Working Time Regulations 1998 in respect of any Temporary Worker supplied to the Client.

9 Removal of unsatisfactory Temporary Workers

9.1. Without prejudice to Regulations 20(2), (3) and (4) of the Conduct Regulation, if any Temporary Worker provides to be unsatisfactory for any reason and the Client so notifies Cavendish Staffing Limited within four hours of his or her commencement of any engagement, no charge will be made in respect of that Temporary Worker and Cavendish Staffing Limited will attempt to provide a replacement without delay (as defined in the Conduct Regulations) provided that:

- 9.1.1 The Temporary Worker must be instructed to cease work immediately after Cavendish Staffing Limited have been notified; and
- 9.1.2. Failure to do so Cavendish Staffing Limited as above shall be deemed to constitute acceptance of the suitability of the Temporary Worker supplied and of liability to make payment for his or her services. If the Client fails to provide notification within such four hour period, then the Client shall be bound to honour the order for the engagement made by it.

10 No handling of money by Temporary Workers

10.1 Temporary Workers shall not be entrusted with the handling of money, securities, valuables, negotiable documents or confidential information except at the sole risk of the Client and Cavendish Staffing Limited accepts no such liability for such items.

11 Compliance

11.1 Cavendish Staffing Limited operates a complaints procedure in the event that the Client is not satisfied with Cavendish Staffing Limited services.

12 Limitation of Liability

12.1 Save for personal injury and death caused by its negligence (which shall not be limited in any way and for which the Client shall not be liable to indemnify Cavendish Staffing Limited), Cavendish Staffing Limited accepts no liability to the Clients for any loss, damage or expense arising directly or indirectly as a consequence of any act or omission (whether negligent, dishonest, fraudulent or otherwise) of any Temporary Worker during such time as he or she is under control or direction of the Client and it shall be expressly agreed and understood between the Client and Cavendish Staffing Limited that:

- 12.1.1. Only the Client is in a position to assess and/or insure against risk in respect of or during or arising out of the period for which any Temporary Worker is working for the Client;
- 12.1.2. The charges made by Cavendish Staffing Limited reflect only the services supplied and do not indicate acceptance of any liability for Temporary Workers.

12.2 Cavendish Staffing Limited shall not be liable to the Client for any loss, damage or expense, howsoever caused suffered or incurred arising from or in connection with the supply of or failure to supply Temporary Workers or the use by the Client of their services whether or not the said loss, damage or expense was caused, suffered or incurred as a result of negligence, mistake, misrepresentation, fraud, dishonesty or any other act or omission on the part of Cavendish Staffing Limited, its servants, agents or employees, or Temporary Workers. Under no circumstances shall Cavendish Staffing Limited be liable to the Client on any account howsoever arising, whether arising in contract, tort (including negligence), breach of statutory duty, mistake, misrepresentation, fraud, dishonesty or any other act or omission on the part of Cavendish Staffing Limited, its servants, agents or employees for any:

- 12.2.1. Indirect or consequential losses, of any nature whether or not Cavendish Staffing Limited has been advised of the possibility of such loss;
- 12.2.2. Loss of profits, loss of business, goodwill or reputation;
- 12.2.3. Special or punitive damages of any nature.

12.3 Subject to clause 12.1, the maximum liability of Cavendish Staffing Limited for any and all claims, liabilities, damages, expenses under or in connection with this Agreement howsoever arising, whether arising in contract, tort (including negligence) breach of statutory duty, mistake, misrepresentation, fraud, dishonesty or any other act or omission on the part of Cavendish Staffing, its servants, agents or employees, shall be limited to:

- 12.3.1. £1million for all claims for loss or damage to property;
- 12.3.2. For all other claims the aggregate fee paid by the Client for the Temporary Worker in respect of whose engagement the liability arises. Cavendish Staffing Limited shall not be liable for any loss or damage arising in connection with these terms and conditions, or caused by its breach or any negligence, to the extent that such loss or damage is proven, foreseeable and fully mitigated.

13 Indemnity to Cavendish Staffing Limited

13.1 Save for personal injury and death caused by Cavendish Staffing Limited negligence (which shall not be limited in any way and for which the Client shall not be liable to indemnify Cavendish Staffing Limited under this clause) the Client shall indemnify Cavendish Staffing Limited at all times against any loss, damage or costs suffered or incurred by Cavendish Staffing Limited as a direct or indirect consequence of the supply to or use by the Client or the services of Temporary Workers.

14 Client to maintain insurance

14.1 The Client shall effect and maintain insurance cover in respect of every matter for which it is responsible hereunder and without limiting the generality of this or any other term or condition herein shall:

- 14.1.1. Insure all motor vehicles and machinery of any description to be used by or in connection with Temporary Workers with personal injury, property damage, collision, fire and theft coverage;
- 14.1.2. provide employers liability and professional indemnity cover for the Temporary Workers up to a minimum amount of £5million for each and every claim and shall ensure the Temporary Worker supplied by Cavendish Staffing Limited and insofar as may be applicable Cavendish Staffing Limited and its employees, servants and agents shall have full benefit and protection of such insurance.

15 Termination Fees

15.1 If a Temporary Worker supplied by Cavendish Staffing Limited to the Client is subsequently employed or engaged by the Client as its own employee or contractor ("temp to perm") or is introduced by the Client to a third party who so employs or engages that person ("temp to third party") [or that Temporary Worker is hired to Cavendish Staffing Limited by a difference employment business ("Temp to temp")] then the Client shall pay to Cavendish

Staffing Limited the current placement fee being 15% of the commencing annual salary or fee of the person so employed or engaged (including benefits in kind or money's worth) provided that Cavendish Staffing Limited shall not be entitled to a fee in the following circumstances:

- 15.1.1 in the case of a temp to perm or temp to temp engagement, the Client may by notice in writing to Cavendish Staffing Limited elect for the Temporary Worker in question to continue to provide services to the Client for an agreed hire period during which hire period Cavendish Staffing Limited will supply the Temporary Worker to the Client on terms no less favourable to the Client than the terms which applied immediately before the Client's notice in accordance with this provision, unless the Temporary Worker is not supplied to the Client due to any circumstances in respect of which Cavendish Staffing is in no way at fault:
 - 15.1.2. if the Temporary Worker ceases to provide services during the Hire Period due to any circumstances in respect of which Cavendish Staffing Limited is in no way at fault then the Client shall pay Cavendish Staffing Limited the Fee in clause 15.1 above, reduced pro-rata according to the number of days in the Hire Period that the Temporary Worker actually provided Services to the Client; 15.1.3. In the case of temp to third party engagement, Cavendish Staffing Limited shall not be obliged to offer the Client an extended period of hire in lieu of a fee.
- 15.2 Cavendish Staffing Limited shall only have the right to a fee under clause 15.1 in respect of any engagement of a Temporary Worker if the transfer to the new engagement takes place within either:
- 15.2.1 14 weeks of the start of the Temporary Worker's first engagement by the Client; or
 - 15.2.2 8 weeks of the end of any engagement by the Client, whichever period ends later.
 - 15.2.3. No guarantee of suitability or the duration of employment or engagement shall apply to any individual so employed or engaged.
- 15.3 In determining the first day on which the Temporary Worker worked for the Client no account shall be taken of any supply that occurred prior to a period of more than 42 days during which that Temporary Worker did not work for the Client pursuant to a supply by Cavendish Staffing Limited.
16. Confidentiality
- 16.1. Both during this agreement and after its termination, the parties shall treat as confidential (and shall procure that its personnel and each of them treat as confidential) and shall not (and shall procure that their personnel and each of them does not) other than in the proper provision of the services required to fulfil this agreement, use or disclose to any persons, firm or company, any Confidential Information belonging to the other party (or Affiliate) or its clients, suppliers or customers, not permit its use or disclosure.
- 16.2 The provisions of Clause 16.1 shall not apply where Confidential Information is divulged to:
- 16.2.1 Either party's own employees and then only to those employees who need to know the same;
 - 16.2.2 either party's auditors, or officer of Inland Revenue, an officer of HM Customs and Excise, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a right, duty or obligation to know the business of the other party and then only in pursuant of such right, duty or obligation.
17. Amendments
- 17.1 This agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument or instruments in writing signed by a duly authorised officer or representative of each of the parties.
18. Assignment
- 18.1 Cavendish Staffing Limited may assign or subcontract any of its obligations under this agreement provided that it complies with its obligations under the Contract Regulations in relation to any assignment or subcontracting of services by:
- 18.1.1 Obtaining the prior consent of the Client to the assignment or subcontracting;
 - 18.1.2 Recording the terms of the assignment or subcontracting in a single document; and
 - 18.1.3 Giving a copy of the document referred to in clause 18.1.2. To the Client
- 18.2. This agreement is personal to the Client and neither this agreement or any rights, licences or obligations under it may be assigned by the Client without the prior written approval of Cavendish Staffing Limited.
- 19 Entire Agreement
- 19.1. This agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this agreement. The parties confirm that they have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement. However, nothing in this clause 19 shall exclude or limit either party's liability to the other in respect of fraudulent misrepresentations.
20. Notices

- 20.1 All notices under this agreement shall be in writing.
- 20.2. Notices shall be deemed to have been duly given:
- 20.2.1. When delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 20.2.2. When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; or
 - 20.2.3. The third business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 20.2.4. On the seventh business day following mailing, if mailed by airmail, postage prepaid, in each case addressed to the most recent address, email address, or facsimile number notified to the other party.
21. Severance
- 21.1. If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall in any way affect any other circumstances of or the validity or enforcement of this agreement.
22. Waiver
- 22.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this agreement shall either be or deemed to be a waiver or in any way prejudice any right of that party under this agreement. No right, power or remedy in this agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.
- 23 Remedies Cumulative
- 23.1. No remedy under this agreement shall be exclusive of any other remedy, except when a remedy is stated to be an exclusive remedy and all remedies shall be cumulative.
- 24 Governing Law and Jurisdiction
- 24.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this agreement or of any term of this agreement will be governed by the law of England and Wales.
- 24.2 The courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this agreement. The parties irrevocably agree to submit to that jurisdiction.

Signed (for the Agent)

Date

Signed (Doctor)

Date