

## APPLICATION FORM

### IMPORTANT INFORMATION

**The application must be filled in completely.**

Incomplete application forms will not be considered and will not be registered with PPLE Healthcare Pty Ltd

- Part A: To be completed in full, signed and dated
  - Section 1: Personal Information
  - Section 2: Indemnity Insurance
  - Section 3: Qualification and Experience
  - Section 4: Employment History
  - Section 5: Employment Preference
- Part B: To be completed and signed
- Part C: Service Agreement / Contract of Employment (Initial each page and full signature on last page)
- Part D: Indemnity Application. Complete and sign (You may not work without Medical Malpractice Insurance cover)
- Part E: Personal Credentials Verification Indemnity (Compulsory)

**CARE  
WORKER /  
COMPANION**

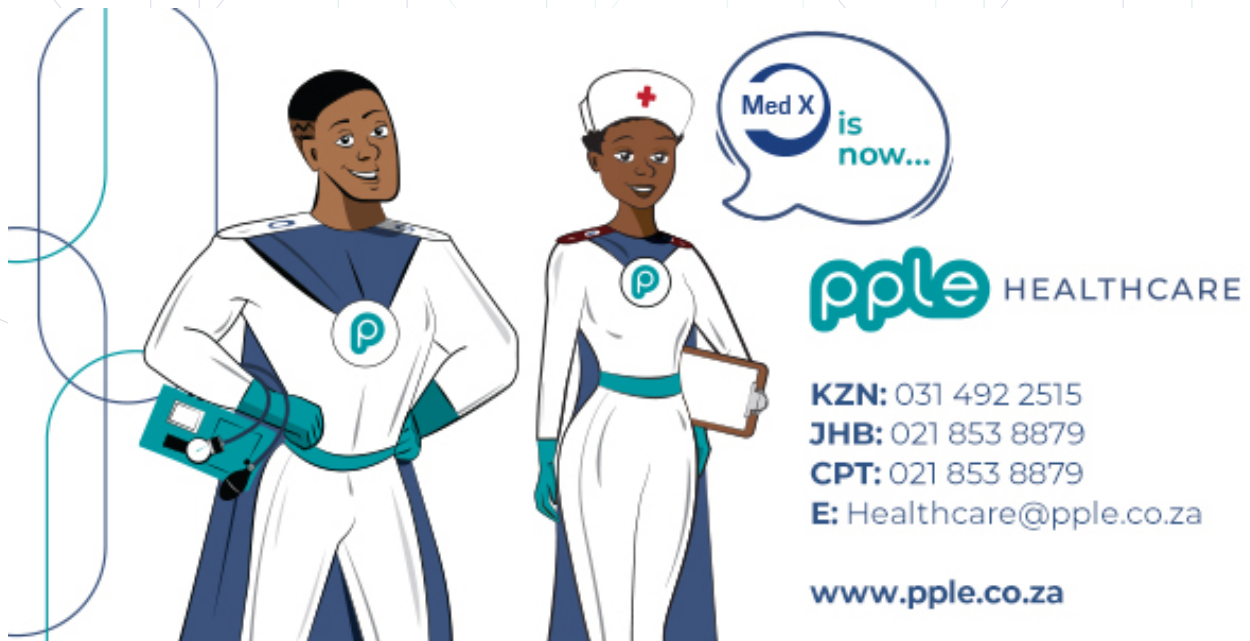
### Certified copies of the following documentation must be attached to the Application form:

- Identity Document
- Qualification / Enrolment Certificates
- Proof of current Indemnity
- If you do not have a SA passport / SA Identification Document, we will need a certified copy of your Work Permit and Passport
- Proof of Address
- Statement or Letter from bank confirming Banking Details (For payment purposes only)
- Proof of Hepatitis B vaccination
- Latest version of CV
- If you are employed by a government institution, a copy of your latest RWOPS must be attached
- If you have just completed your Community Service, attach a copy of your signed Completion of Community Service Report

#### **PPLE Name Badge:**

Once you are registered on our system you will receive a SMS with your PPLE HEALTHCARE employee number.

As soon as you receive this number, either phone PPLE Healthcare at 021 853 8879 to make an appointment to collect your name tag, **OR send a photo of yourself (Head and Shoulders Photo, wearing your Uniform, with a neutral/white background) to 082 462 2485 or email to [healthcare@pple.co.za](mailto:healthcare@pple.co.za) or [wchealth@pple.co.za](mailto:wchealth@pple.co.za) (You need to wear your uniform with epaulettes)**



# PART A: PERSONAL INFORMATION - SECTION 1: PERSONAL INFORMATION

Title: Mr:  Mrs:  Miss:

Initials & Surname: \_\_\_\_\_

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ ID Number: \_\_\_\_\_

Nationality: SA:  Other: \_\_\_\_\_

Gender: Male:  Female:

Passport \_\_\_\_\_ Passport Nr: \_\_\_\_\_

Work Permit: \_\_\_\_\_ Permit Nr: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Phone Number: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

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

Employment Equity: (For Equity Stats purposes only) African:  White:  Coloured:

Indian:  Other: \_\_\_\_\_

Marital Status Married:  Single:  Divorced:

Language Proficiency: 1<sup>st</sup> Language: \_\_\_\_\_ 2<sup>nd</sup> Language: \_\_\_\_\_

Own Transport: Yes:  No:

Next of Kin Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone Number: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

## **Criminal Record**

Do you have a Criminal Record? Yes:  No:

If Yes, please explain: \_\_\_\_\_

Do you consent to PPLE Healthcare conducting a Criminal Record check? Yes:  No:

Do you consent to PPLE Healthcare disclosing your Criminal record to its clients? Yes:  No:

**Payment Frequency: Payments will be done every Friday.**

**I agree.**

**Signature:** \_\_\_\_\_

## **Banking Details** (Please provide a Letter or Statement from the Bank confirming the Account Number)

Account Holder Name: \_\_\_\_\_

Bank: \_\_\_\_\_

Branch Name: \_\_\_\_\_ Branch Code: \_\_\_\_\_

Account Number: \_\_\_\_\_ Account Type: \_\_\_\_\_

**Tax Information (This information is important for tax regulatory purposes as it will affect how you will be taxed on your income)**

**SARS Income Tax Number:** \_\_\_\_\_

If PPLE Healthcare is your only employer, tax will be deducted from your earnings in accordance with statutory tables  
If you have Full-time Employment or work for another employer other than PPLE Healthcare, tax will be deducted at 25% in accordance with Tax Regulation  
If you have other income eg. Pension, Grant (Excluding Child Grant), tax will be deducted at 25% per earnings as per Tax Regulation

Are you permanently employed:	Yes:		No:		Name of Hospital	
Do you currently work for another agency?	Yes:		No:		Name of Agency	
Do you receive any other income eg Grant or Pension?	Yes:		No:		Name of Grant	

It is your responsibility to keep PPLE Healthcare updated with any changes in your employment which might affect your Tax Status.

PPLE Healthcare **does not take any responsibility** if you provide us with incorrect Tax Information – If we tax you incorrectly, you might end up owing SARS money.

**PART A: PERSONAL INFORMATION - SECTION 2: INDEMNITY INSURANCE**

Having Indemnity Insurance is a requirement of registration.

It is the specific obligation of nursing and healthcare professionals to NOT practice as a Health Care Professional unless they have appropriate professional indemnity (Medical Malpractice) insurance in place. You may not work within the healthcare sector without Personal Indemnity Insurance. Indemnity Insurance, also known as Personal Liability Insurance or Medical Malpractice Insurance, insures you against claims by third parties for personal injury, damages and losses, normally as a result of negligence.

If you have Professional Indemnity Insurance, please indicate the provider on the list below. A receipt of payment is required to prove membership. Proof of payment of Indemnity must be sent to PPLE Healthcare annually. Please do not send your membership cards.

Name of current Indemnity provider: \_\_\_\_\_

Member number: \_\_\_\_\_

**Note:** If you do not have indemnity, PPLE Healthcare can provide you with Indemnity to you from an independent Insurance Broker. To apply, please complete the attached AON application form. The current Indemnity will cover you against professional malpractice and can also cover you for needle-stick injury, if you should select this option.

**Note:** Indemnity Cover is a once off annual fee and no pro-rata options are available. Indemnity covers you from a set period (from 1 March to 28 February of the following year) of up to 12 months only. Therefore, whether you take out Indemnity Cover at the start of the period, middle of the year or late in the year, your Indemnity Cover will always be the same affordable price and will laps on the 28<sup>TH</sup> of February each year. Indemnity Cover is subject to application approval and the terms and conditions stated in each policy.

**Note:** Make sure to check if you are not with Denosa, Hospersa or Solidarity or any other Medical Indemnity provider; before signing up for PPLE Healthcare AON Medical Indemnity.

**PART A: PERSONAL INFORMATION – SECTION 3: EMPLOYMENT HISTORY**

**RWOPS (Only Government employees applicable)**

RWOPS	Issued by	Date valid from	Date valid to
Permission for Remunerated Work Outside the Public Service (RWOPS)			

Please complete. This is for reference check purposes only.

Name of Agency &/or Hospital Employed	Ward	Period	Contact person	Contact number
<i>Eg: Strand Agency / Helderberg Hospital</i>	<i>D</i>	<i>3 Months</i>	<i>Mrs ABC</i>	<i>012 345 6789</i>

## PART A: PERSONAL INFORMATION - SECTION 4: QUALIFICATIONS AND EXPERIENCE

Experience: You need to give us an indication of the period that you have worked in certain departments. If a client is in need of proof, you must be able to provide a letter to state the information as correct.  
(Please tick ✓ where applicable)

Nursing Skills		Experience		Nursing Skills		Experience		Nursing Skills		Experience	
Skill:	Months & Years	Skill:	Months & Years	Skill:	Months & Years	Skill:	Months & Years	Skill:	Months & Years	Skill:	Months & Years
Alzheimer's / Dementia		Frail Care		Observations							
Caring for Immune suppressed patients		Full Bed Wash		Parkinson's							
Catheter Care		Infection Control		Patient Escort Duties							
Companion		Mental Health		Personal Hygiene & Dental Care							
Home Care		Mentally Disabled Adults		Physical Disabled Adults							
Geriatrics		Mentally Disabled Children		Physical Disabled Children							
Fluid Charts		Other:									

## PART A: PERSONAL INFORMATION - SECTION 5: PLACEMENT PREFERENCE

PPL Healthcare services Government and Private healthcare facilities as well as other care facilities, pharmacies, corporate clients throughout South Africa.

In order for us to place you in your preferred area of work, please complete the section below. Please note that all our clients require that you attend orientation at their facility prior to beginning work at the facility, unless you have already worked in their facilities. Client requirements may differ from one facility to the next and you will be notified by our facilitation team when you will be booked for orientation.

In which sector would you prefer to work?	Public / Government Sector	Private Sector	Both Sectors	Others eg: Corporate, Pharmacies, Schools
Mark the applicable (✓)				

**Note:** This next section is **IMPORTANT!** You will have the opportunity to select where you want to work. It is recommended that you select Facilities that are you are in **close proximity** too, have **transport** too and that you are familiar with. Here you may also select the **facilities of your dreams** and aspirations! Private Facilities for example sometimes have more demanding patients, more paperwork and higher standards and can therefore sometime be perceived as being more challenging, but they generally **pay better** and have **better staffing ratios**. You will however need to be **orientated** if you have not already been to any of those facilities, **so ask to your Shift Coordinator about training for orientation.**

**Where do you prefer to work? (Important!** Please request the list of hospitals were PPLE Healthcare is able to place you)

Area: <i>e.g. Cape Town</i>	Hospital / Clinic Name: <i>e.g. City Hospital</i>	Ward: <i>e.g. ICU</i>	I have worked here before or I have orientated here before

## PART B: EMPLOYEE INFORMATION POLICY

This document and its annexures constitute the entire agreement between the parties and no variation, cancellation, addition or amendment to, or deletion from this agreement shall be of any force or effect unless recorded in writing and signed by both parties. The Agency is hereby authorized to access the Employee's personal information and conduct background screening checks, including but not limited to: credit, qualifications, employment references, criminal record, fraud prevention, ID and driver's license verification. The employee hereby consents that any information held by the employer may be disclosed to any of the Clients at which the Employee should work or show interest to work at through PPLE Healthcare and with any third party to whom the Employee has authorized the Employer to disclose such information. As soon as the information on your application form is verified and you have been registered on our systems and there is an opening at a facility which is suitable AND if such facility should choose to

request you to work, you will be placed by PPLE Healthcare. If you have not already received your Name Tag and Staff Number, then your Personal Shift Coordinator will SMS you your PPLE Healthcare number and arrange with you to get your PPLE Healthcare employee badge.

For placements at our Public Sector Clients: The facility will contact PPLE Healthcare directly and request a staff member. Public sector clients and facilities make use of an electronic booking system which is managed by your PPLE Healthcare Shift-Coordinator. If you are selected by the client you will be placed accordingly.

For Placement at our Private Sector Clients: The facility will phone or email your shift coordinator to request a staff member. Your coordinator will then place you according to your availability and the client's selection.

Therefore, please ensure that you make yourself available by either phoning 021 853 8879, SMSing or whatsapping 082 462 2485 or emailing your available dates to [wchealth@pple.co.za](mailto:wchealth@pple.co.za) . All PPLE Healthcare employees receive a SMS when there is a placement opportunity and then when the facility has confirmed that you have been selected. Therefore, please ensure that you keep PPLE Healthcare up to date with the facilities that you would like to work at. (A list of clients and facilities is available on request.)

What is orientation? Before you are allowed to work at certain facilities you may be required to be Orientated. Orientation is when a new employee is allowed to work under supervision at a facility to prove that he/she has the right Attitude, Aptitude and Skill necessary to work in a particular ward or facility. It is an opportunity for a nurse to introduce herself to the permanent staff in the ward and the management of the facility and to make a good first impression. During Orientation a new employee will be shown the various protocols and procedures to follow in that particular ward or facility, will be trained on any necessary equipment, tools and paperwork and will be given the opportunity to function effectively within the facility. Orientation is conducted by PPLE Healthcare' Facilitators. Contact 021 853 8879 for Orientation opportunities.

### Personal information

PPLE Healthcare will verify all information submitted to their offices. All applicants will be evaluated and be required to be orientated where necessary before being allowed to work.

### The Procedure

- If a client requests a staff member, PPLE Healthcare will contact you for your availability, if you have not already made yourself available.
- Respond immediately with a YES to the Availability SMS only if you are available to work.
- PPLE Healthcare will then nominate the available nurses and the client will be allowed to select the staff members from that list.
- If the client selects you, then you will receive a Confirmation SMS confirming the date, ward, and shift you must work, OR
- You will receive a SMS telling you that your nomination was not successful or the request was cancelled by the client.
- Never give up making yourself available. WhatsApp PPLE Healthcare at 082 462 2485. The more you make yourself available for shifts the more chances you have of being booked by a client!

### The Payment Structure

- We receive timesheets /attendance forms on a Monday and Thursday
- You must ensure that you sign the PPLE HEALTHCARE Register book and use the Correct PPLE Healthcare employee number at the beginning and end of each and every shift.
- Please ensure that you fill in your SANC number
- The information is then captured into the payroll system and verified
- Payments are made on Fridays
- If you do not sign the register book no payment can be made to you.
- Once we receive the Timesheet from the client you will then be paid on the next available payment run
- If the Timesheet cannot be read or is missing a PPLE Healthcare employee number, we cannot pay you.
- You can correct any error by contacting your personal shift coordinator.

### Remuneration

- The Employee will be paid by the hour and his/her rate will be based on his/her skills and experience, and the requirements of each assignment as received from the client.
- Should a Compress working Week in accordance with Chapter 2, Section 11 of the Basic Conditions of Employment Act of 1997, "The Act", be in place (or be implemented) the Employee will be required to work up to twelve (12) hours a day over a 45-hour week inclusive of meal intervals. These hours may by agreement with the Employee and the Client, be varied or averaged within limits set by law from time to time.

### Ministerial Determination regarding Leave

By signing this agreement, the Employee elects to participate in the all-inclusive remuneration package as described in the Ministerial Determination annually. Annual-, Sick- and Family Responsibility Leave is included in the Wage.

### PAYE (Income Tax) – Tax deduction information

- If PPLE Healthcare is your only employer, tax will be deducted from your earnings in accordance with the IRP10, statutory tables. (Your tax status will determine the tax bracket to use within the statutory tables)
- If you have any other employment or income (pension etc.) tax will be deducted at the maximum rate of 25% (As per TAX regulation your Tax status will indicate: Permanently Employed)
- If you are in possession of a tax directive from the Receiver of Revenue, please attach a certified copy in order for PPLE Healthcare Solution to deduct tax accordingly.
- It is your responsibility to keep PPLE Healthcare updated of any changes in your employment and tax status in order to ensure that your earnings are taxed accordingly.
- This status must be in writing and faxed or emailed.

### Deductions

Unemployment Insurance fund (UIF): In terms of current legislation PPLE Healthcare is required to register all our employees with the Unemployment Insurance Fund Commissioner.

- The total legislated contribution is 2%. 1% is payable by you and the other 1% is payable by PPLE Healthcare.

### Compensation for Occupational Injuries and Diseases:

- You are covered under the compensation fund for occupational injuries and disease (COID act) while working for PPLE Healthcare.
- The current Legislation does not cover Needle-stick injuries and body fluid contaminations as they are not covered by this act. All related expenses incurred are the responsibility of the employee.
- PPLE Healthcare however offers Needle-stick and Body Flued Contamination Insurance as an optional extra when you take out Professional Indemnity or Medical Malpractice Insurance with AON. Please refer to the AON Medical Malpractice application form at the back of your application form.

### Injury on duty

If you are injured while at work, your first priority is to inform the person in charge immediately and seek medical attention. If necessary, report to casualty. The hospital or your private practitioner must fill in the injury on duty forms. Send a copy of those forms to PPLE Healthcare. PPLE Healthcare will fill in the part of the designated for the Employer. The forms must be faxed to our offices within 24 hours. Inform PPLE Healthcare within 24hrs of the incident.

### Basic Conditions of Employment

PPLE Healthcare will endeavor to place you on temporary assignments with our clients as and when suitable assignments



become available. PPLE Healthcare does not guarantee that there will be assignments available at any time. Rates may vary from one assignment to another. The employee is deemed to have agreed to the terms and conditions of each assignment upon acceptance. Rates are inclusive of the leave components, as determined by the Ministerial Determination

**Expectation of Future Assignments**

The Employee agrees that notwithstanding the Agency’s intention to secure assignments for the Employee on a regular basis for the duration of this agreement, the Employee has not been given any undertaking in this regard, nor has any expectation been created that the Employee will be placed in other assignments or that the Employee’s assignments, in any future temporary position, will be on the same similar terms to any previous assignment.

**SANC – South African Nursing Council**

It is the employee’s responsibility to register with SANC and to provide a copy of your SANC receipt each and every year to PPLE Healthcare via fax or email. You might also be asked to provide proof of your SANC Membership in the form of a SANC Receipt or Registration Letter to the facility or institutions where PPLE Healthcare has placed you. If you do not have a valid SANC receipt the client may send you home and penalize you. PPLE Healthcare cannot place you at our Client’s Facilities without a valid SANC membership.

**Working Hours and Attendance Register**

Employees are expected to be on time, at least 15 min prior to duty time. Professionalism in your uniform is priority. The PPLE Healthcare attendance register must be filled in correctly, sign in and sign out with your signature and staff number, this must be legible/read-able otherwise we cannot pay you.

**Availability, Bookings & Cancellations**

If you cannot work or you keep on cancelling your bookings, it means that we cannot rely on you and placements may be lost. Please ensure of the following.

- Inform PPLE Healthcare weekly with your availabilities or leave period via email [wchealth@pple.co.za](mailto:wchealth@pple.co.za) or WhatsApp 082 462 2485.
- Make sure that you are contactable, and that PPLE Healthcare have your correct details so that messages can be sent via your cell phone.
- We do not answer Missed Calls or please-call-me on the cell phone. Please make use of Whatsapp or SMS.
- If you are unable to work, please notify PPLE Healthcare within 24hrs and at the very least 4 hours before the commencement of a shift.
- If you are unable to work, you cannot send someone else to work in your place. Neither you nor the replacement will not be paid as PPLE Healthcare has not given that person consent to represent PPLE.

If you did not understand any of the information in this policy please ask your coordinator to explain it to you, if you decline the information policy or parts thereof this will not affect your employment with PPLE Healthcare employment.

**I hereby confirm that I read, understood and agree to the Information Policy and the contents of the policy.**

I accept

I decline

\_\_\_\_\_  
Signature of the Applicant

\_\_\_\_\_  
Date of the application

**PART C: SERVICE AGREEMENT / CONTRACT EMPLOYMENT**

Service Agreement Entered into and between

PPLE Healthcare a Division of PPLE Group Pty Ltd  
36 Main Street, Strand, 7140  
(Herein duly represented by J.D. Pepler)  
(Hereinafter referred to as “The Temporary Employment Agency”)

Name & Surname: \_\_\_\_\_

ID Number: \_\_\_\_\_

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

\_\_\_\_\_  
(Hereinafter referred to as the employee)

Please read and sign every page and fax it back with the application form.

**Dress Code**

Your image is a reflection on your professionalism and the company through which you are working. The dress code for all the Hospitals and Clinics are standardized as follows by SANC & PPLE Healthcare:

- Epaulettes must be worn at all times
- White Collar Shirt – NB: No blue trimmings, lace, frill shirts or t-shirts
- Dark Blue trouser or skirt. Males may wear white pants
- Socks to be the colour of your pants or shoes
- Only stockings the same colour as your skin can be worn with the skirts
- Navy court shoes or a proper closed shoes; NB: No tekkies or sandals
- No jerseys may be worn while you are working with patients

If you are not dressed appropriately you can be sent home, financially penalized by the client and disciplinary action taken against you. Dress code is important!

**PPLE Healthcare Name Tag**

It is the responsibility of the employee to arrange to get a PPLE name tag. No bookings will be done without a nametag. As soon as you are registered on our system you will receive a SMS with your PPLE HEALTHCARE employee number. As soon as you receive this number, phone in and make an appointment to come to our office to make your name tag. Please remember the following:

- You have to bring your Nursing Top and Epaulettes
- Minimum makeup

**Banking details**

New bank details must be faxed or emailed. No new banking details will be accepted over the telephone or via SMS.

We need your full name, ID number and your PPLE Healthcare number with the new banking details.

**Workstation**

If you need to leave your workstation, you must inform the person that is in charge. Write a short statement as to why you are leaving (Child Sick etc, the person in charge will sign and fax it to PPLE Healthcare. Sign out of the Register.

**Orientation**

Orientation at Private Clients can require multiple days which without creating any expectation of future shifts must be attended at a client’s facility. Clients do not pay for Orientation as you will be learning the systems and procedures required to work effectively in the client’s facility. Therefore, you cannot expect any remuneration while you are introducing yourself to the client and its employees. You will need to wear your full uniform, distinguishing devices (epaulettes) and PPLE Healthcare ID/name badge.

## **Introduction:**

The Temporary Employment Agency from time to time becomes engaged in contracts for the supply of staff to its Clients for the rendering of service and/or completion of assignments. The client by virtue of the intermittent nature of the services which it renders and/or the assignment which it attends to from time to time, is not willing to engage the services of an employee on a long term or permanent Employer/Employee basis and only makes use of the services of an employee/assignee on an ad hoc basis whilst a particular contract is being completed, thus outsourcing the required labour/skills to fulfil the orders/contracts. The Client requires the services of a Temporary Employment Agency to ensure that a sufficient number of Employees with the necessary skills and experience are made available to the Client for purposes of completing such contracts and/or assignments.

In view of this, the Employee accepts and understands that the Employer acts in its capacity as a Temporary Employment Service and that there can be no expectation on the part of the Employee, unless expressly indicated to the contrary in writing by the Temporary Employment Agency, of renewal of the assignment and/or indefinite assignment

In view of the services the Temporary Employment Agency has to deliver to its client(s), the employee understands and hereby consent to be placed by the Temporary Employment Agency at any workplace where his/her services are required by the client of the Temporary Employment Agency and the employee acknowledge and understand that he/she can be placed and or rotated between workplaces as requested/required by the Temporary Employment Agency's client(s)

## **1. Interpretations and Definitions**

- 1.1. "The Temporary Employment Agency" means for which the procuring contract assignees for Clients requiring employee to perform assignments for temporary periods, fixed term contract periods, or indefinitely.
- 1.2. The "Client" means the Company for which the Temporary Employment Agency procures assignees to perform work for temporary periods, fixed term contract periods, or indefinitely.
- 1.3. The "Employee" shall mean the employee of PPLE Healthcare Solution and the contract assignee as specified in the confirmation of Assignment.
- 1.4. The singular shall import and include the plural and vice versa
- 1.5. Words referring to any gender shall include the other gender
- 1.6. References to a natural person shall include a juristic person
- 1.7. The headings in this Agreement are used for the sake of convenience only and shall not govern the interpretation hereof;
- 1.8. Any reference in this Agreement to the Temporary Employment Agency includes, where appropriate, a reference to the employees and agents of the Temporary Employment Agency
- 1.9. "Agreement" – the Agreement contained in this document and any and all annexures hereto, which annexures shall form an integral part hereof and to which the provisions, stipulations and conditions of the Agreement shall apply mutatis mutandis. Where there is conflict between any of the provisions, stipulations and conditions of the Agreement and that of any Assignment, the provisions, stipulations and conditions of the Agreement, except for those contained in the special conditions of such annexures, shall take precedence.
- 1.10. "Project" – the Products to be designed, developed, provided, installed and commissioned and/or services to be rendered by the Employee to the Client.
- 1.11. "Services" – the services to be rendered by the Employee to the Client
- 1.12. "Termination Date" – the services completion date
- 1.13. "B.C.E.A." – shall mean Basic Condition of Employment Act 75 of 1997, as amended;
- 1.14. "L.R.A." – shall mean Labour Relation Act 66 of 1995, as amended.
- 1.15. "Introduction" – shall mean any orientation or work at a client of PPLE Healthcare, and any provision of information by PPLE Healthcare to the client that can be used to identify the assignee or employee.

## **2. Provision of Service**

- 2.1. The Temporary Employment Agency shall provide the Employee a contract to render services at the premises, offices and/or sites of the Client in accordance with the needs stipulated by the Client;
- 2.2. The Temporary Employment Agency shall not be liable in any way should the Employee, after the interview process prove to be unsuitable to the Client's needs.
- 2.3. Upon receipt of the confirmation from the Client, the Temporary Employment Agency shall, after this contract was signed, arrange with the Employee to deliver a certain service at a specified location

## **3. Working Hours**

- 3.1. The Employee's ordinary hours of work shall be as determined by the Client and shall not exceed the hours as prescribed in the BCEA 75 of 1997 (as amended);
- 3.2. Overtime and work on public holidays and Sundays shall only be undertaken on request by the Client and shall be pre-approved by the Client;
- 3.3. The Employee will only be paid for actual days/hours worked at a rate as agreed upon between the Temporary Employment Agency and the Employee;
- 3.4. Should a Compressed Working Week in accordance with Chapter 2, Section 11 of the Basic Conditions of Employment Act of 1997 be in place (or be implemented) the Employee will be required to work up to twelve (12) hours a day over a 45 week inclusive of meal intervals. These hours may by agreement with the Employee and the Client, be varied or averaged with limits set by law, from time to time.
- 3.5. Meal intervals will be unpaid unless indicated otherwise in writing by the PPLE Healthcare.

## **4. Duration**

- 4.1. This Agreements shall commence on the date of signature hereof and shall remain in force, unless terminated in accordance with the provisions of the Agreement relating to notice and termination. (Clause 5 and Clause 8)
- 4.2. This Agreement will terminate at the sole discretion of the Temporary Employment Agency.
- 4.3. This agreement will be in force and effect even if there is no obligation towards the employee to deliver a service for a client of the Temporary Employment Agency.
- 4.4. If a client of the Temporary Employment Agency requires the services of the Employee, the terms and conditions of this agreement have to be met.
- 4.5. The Employee agrees that the duration of the assignment is dependent on, inter alia, the conditions set out in the Introduction
- 4.6. Hence, the Temporary Employment Agency is not always in a position to predict, with any degree of certainty, the duration and extent of the assignment and this inability shall not be construed as grounds for giving rise to reasonable expectation of ongoing employment and/or renewal of any assignment.
- 4.7. In any event, since the contract automatically terminates when the Client instructs the Temporary Employment Agency of the cessation of the assignment, the Employee shall not be entitled to statutory notice. Despite this, the Temporary Employment Agency shall attempt to provide the Employee with reasonable notice where possible.
- 4.8. For each assignment, it will be communicated to the Employee, either in writing or orally by the representative of the Agency of the Employee's hourly rate of pay, the Client's name and address, where the Employee is to report, the name of the person the Employee should report to, and details of the nature and hours of work. The Employee will further be advised of the actual or anticipated duration of the assignment.
- 4.9. The Employee accepts that the anticipated hours may vary from actual hours as the case might be.

## **5. Notice Periods**

- 5.1. This agreement may be terminated by any of the parties giving to the other party statutory notice in writing of 1 week if the employee has worked 6 months or less; 2 weeks, if the employee has worked more than 6 months but less than one year; or 4 weeks, if the employee has worked for more than 6 months.
- 5.2. This clause however does not in any way prejudice or affect the rights of the Temporary Employment Agency or the Client to terminate the employment of the Employee on a summary basis without notice, where such manner of termination is justified by the provisions of common law and the rules or policies of Temporary Employment Agency and/or its Client.

## **6. Payment**

- 6.1. Payment by the Temporary Employment Agency shall be effected on a Friday, or as directed by the Temporary Employment Agency from time to time. The rate paid by the Temporary Employment Agency includes annual leave, sick leave and family responsibility leave.
- 6.2. Therefore, the Temporary Employment Agency shall not accrue leave on behalf of the assignee and the assignee will not be permitted to apply for leave as leave pay has been included into the rate paid to the assignee.
- 6.3. Employees shall be required to keep accurate records of hours worked on time sheets which shall be verified and approved by the Client for invoicing purposes and shall constitute proof of time worked in the event of a dispute.

## **7. Obligations of the Parties**

- The Temporary Employment Agency shall undertake to:
- 7.1. comply with all its statutory obligations as the Temporary Employment Agency of the Employee
  - 7.2. warrant that all statutory registrations and relevant documentation shall remain valid and current for the duration of this agreement;
  - 7.3. as far as reasonably practicable, ensure compliance by the Employee with all applicable laws, rules and regulations, with due regard to the provisions of the L.R.A., B.C.E.A., and all other relevant applicable labour legislation

## **8. Termination**

- 8.1. This Agreement may be terminated: by written notice given by one party to the other if the party to whom such notice has been given has committed a material breach of this Agreement and fails to rectify such a breach within (7) days after the receipt of such written notice, requiring the defaulting party to remedy such breach in terms of the scope of this Agreement.
- 8.2. Summarily by written notice given by either party to the other party if the party to whom a previous notification as required in 8.1 was given, makes himself guilty of a similar breach within a concurrent period of six (6) months
- 8.3. Where the Temporary Employment Agency's contractual conditions with the Client in terms of notice of termination, prescribe different requirements to those recorded in this Agreement, such conditions will prevail, provided they exceed notice periods prescribed in this Agreement.
- 8.4. One party's right to terminate this Agreement may be exercised without prejudice to any other rights which they may have against the other, whether in terms of this agreement or in law.

## **9. Confidentiality and Restraint**

- 9.1. The parties to this agreement shall, for the duration of this Agreement and after its termination be required to keep confidential the terms of this Agreement together with the Confirmation of Assignment(s) hereto and the subject matter thereof
- 9.2. The parties further agree to keep confidential the parties information regarding its business, including but not limited to confidential documentation, software, records, correspondence, marketing and/or financial information, and may not reveal to any person or institution other than persons or institutions employed and/or authorized by both parties, and who are required to know such information for the purpose of their employment and/or association with the business, such information, both during the continuance of the involvement between the parties hereunder or at any time thereafter
- 9.3. The Client shall not, for the duration of this Agreement or the Confirmation of Assignment(s) hereto, and for a period of 6 (Six) months after termination, employ, or enter into an employment contract with an Employee supplied by the Temporary Employment Agency without the written consent of the Temporary Employment Agency.
- 9.4. The employee hereby confirms that should a Client of the Temporary Employment Agency make an offer of employment to the assignee that PPLE Healthcare will be identified as the effective cause of the introduction.
- 9.5. Should the Client wish to make an offer of employment either on a temporary or permanent basis to the Employee within the period referred to in clause 9.3, the Client shall be required to obtain the written consent of the Temporary Employment Agency whereupon the Temporary Employment Agency shall be entitled to charge an agency fee equal to 17% (Seventeen percent) of the annual salary offered to the Employee, payable on presentation of invoice.
- 9.6. During assignments, the Employee will have access to information which is confidential to the Agency and/or the Client.
- 9.7. All information that comes to the Employee in the course of the Employee's work with any of our clients must be treated as strictly confidential.
- 9.8. The Employee by signature of this agreement, undertakes to keep confidential all such information which may be disclosed to the Employee during his/her assignment or to which the Employee may have access by virtue of his/her assignment, unless such disclosure is authorized by the Agency.

## **10. Penalties**

- 10.1. The employee acknowledges that the client may impose financial penalties on the Company for certain undesirable behaviour from the employee. This includes but is not limited to: Late Arrival, Non-arrival, Incorrect attire /uniform, not wearing mandatory identification cards, abandoning of a post, unwillingness to accommodate changes in wards, sleeping on duty and being under the influence of any illicit substance. The

employee accepts that should such a penalty be charged to the Company, that PPLE Healthcare will be permitted to deduct such penalty from the employee's wages up to a maximum of 25% of the average monthly earnings of the employee.

- 10.2. It should further be noted that any of the above transgressions are also considered extremely serious in terms of the Disciplinary Code of PPLE Healthcare and shall, subject to a disciplinary hearing, permit PPLE Healthcare to impose an equally serious Disciplinary Sanctions against the Employee, including a final written warning or dismissal, as the case might be.

## **11. Dispute Resolution (Mediation & Arbitration)**

- 11.1. Any dispute, questions or differences arising at any time between the parties, out of or in regards to any matters arising, the rights and duties of any of the parties, the interpretation of, the termination of or any matter arising out of the termination of, or the rectification of this agreement, shall firstly be communicated to the other party in writing and the party will have 14 days to respond a further 14 days to rectify the dispute.
- 11.2. Written notice by either party to the other that the Directors of the Company and the Agent have not or could not resolved the issue, and that mediation was unsuccessful shall be sufficient notice to that effect and the parties may then refer the issue to the CCMA for arbitration.
- 11.3. In the event that no agreement is reached at the CCMA the next step in order to resolve the dispute will be arbitration using the minutes and records of the Mediator as reference.
- 11.4. Such arbitration shall be held at the CCMA Offices in Cape Town.
- 11.5. This entire agreement will be governed by South African law and all legal issues relating to this agreement will be dealt with according to the judiciary system in South Africa.

## **12. Contract Variation**

- 12.1. No amendment of, alteration to, addition to or deletion from this Agreement, or any consensual cancellation of this Agreement or any part of this Agreement, shall be binding on the parties unless reduced to writing and signed by both parties
- 12.2. No indulgence granted by either party shall constitute a waiver of any of that party's rights under this Agreement. Accordingly, that party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen or may arise.

## **13. Domicilium**

- 13.1. The parties choose Domicilium citandi et executandi for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement, at their respective addresses set out in this Agreement.
- 13.2. Each of the parties shall be entitled from time to time, by written notice to the other, to vary its Domicilium to any other physical address within the Republic of South Africa and/or its facsimile number
- 13.3. Any notice given and any payment made by any party to the other which is delivered by hand during the normal business hours of the addressee at the addressee's Domicilium for the time being shall be rebuttable presumed to have been received by the addressee at the time of delivery
- 13.4. Is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's Domicilium for the time being shall be rebuttable presumed to have been received by the addressee on the seventh day after the date of posting.
- 13.5. Any notice given by any party to the other party which is transmitted by facsimile, WhatsApp, sms, email or electronic messaging service shall be presumed to have been received by the addressee on the date of successful transmission thereof.

## **14. Professional Indemnity Cover**

- 14.1. Pursuant to the Employee's obligations in Clause 14, the Employee is obliged to keep and maintain, at all times during your employment and to the reasonable satisfaction of the Temporary Employment Agency, an insurance policy insuring the Employee against professional liability and medical malpractice, and to furnish the Temporary Employment Agency upon the Employee's appointment and thereafter on the anniversary of his/her appointment with reasonable proof that he/she have complied with this obligation
- 14.2. Should the Temporary Employment Agency not be reasonably satisfied that the Employee have complied with his/her obligation after requesting the proof referred to above, the Temporary Employment Agency may inform the Employee in writing that he is not satisfied, in which event the Employee will



be deemed to have appointed the Temporary Employment Agency as his/her agent to:

- 14.2.1. conclude such an appropriate insurance policy on the Employee's behalf and in his/her name through an insurance Agency nominated by the Temporary Employment Agency at its sole discretion;
- 14.2.2. pay on the Employee's behalf, all premiums and other monies due and payable by the Employee in respect of that insurance policy; and
- 14.2.3. deduct any amount(s) so paid to the insurer from any amount owed by the employee to the employer.

#### **15. Registration**

- 15.1. The Employee is obliged to ensure at all times that he/she is registered or enrolled as a nurse with the South African Nursing Council and with any other body under whose authority the Employee may fall. Failure to comply with this duty will be regarded as a material breach of this contract, warranting the termination thereof

#### **16. Information**

- 16.1. The Employee is obliged to provide the Temporary Employment Agency with all information relating to the Employee's qualifications, work history and experience as a nurse and hereby agree that the Temporary Employment Agency may take any reasonable steps to verify such information including but not limited to verification and reference checks.

#### **17. Guarantee of Competency**

- 17.1. The Employee guarantees that he/she is competent to carry out the services which he/she has undertaken under this contract and that he/she is properly qualified to occupy the post as envisaged herein.
- 17.2. It is the responsibility of the employee to undertake Continuous Professional Development (CPD) including but not limited to Basic Life Support for Professionals (BLS) and maintain a portfolio of evidence thereof.
- 17.3. The employee may attend PPLE Healthcare BLS training at a 10% discount exclusively available to PPLE Healthcare Employees.

#### **18. Needle-stick Injury & Body fluid contact**

- 18.1. In the event of a needle-stick injury and/or body fluid contact, please inform PPLE Healthcare so that an incident report can be compiled so that you can claim from your Indemnity Insurance any if you have agreed to the Core Benefits and your instalments are up-to-date a claim can be done immediately to get the necessary tests and medication. Any additional medication, medical examination and or medical treatment will be for the cost of the Employee

#### **19. General**

- 19.1. This Agreement together, constitutes the sole record of Agreement between the parties in regard to the subject matter thereof.
- 19.2. Neither party shall be bound by any representation, express or implied term, warranty, promise or the like not recorded herein or reduced to writing and signed by the parties or their representatives.
- 19.3. No addition to, variation, or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 19.4. No latitude, extension of time or other indulgence which may be given or allowed by any party to the other party in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement shall under any circumstances be construed to be an implied consent by such party or operate as a waiver of, or otherwise affect any of that party's rights in terms of this Agreement
- 19.5. This Agreement shall supersede all contracts previously entered into by the parties being the signatories hereof
- 19.6. I, the undersigned, as Applicant, whose name is set forth below (the undersigned), do hereby confirm that I:
  - 19.6.1. am over the age of 18
  - 19.6.2. entered into this contract with PPLE Healthcare "knowingly" and "willingly"
  - 19.6.3. in, no way, is under the coercion of another individual or entity, to sign up with PPLE Healthcare
- 19.7. The Employee gives PPLE Healthcare the permission to source third party products and services on its behalf and gives the Company permission to provide the employee's contact details to an approved PPLE Healthcare third party supplier.

#### **20. Essential Service**

- 20.1. The Employee hereby acknowledge that PPLE Healthcare is recognised by the Essential Services Committee of the CCMA as an Essential Services in terms of the Labour Relations Act as amended, and that the Employee is therefore in law not permitted to participate in any form of Industrial Action at any time during the employment with PPLE Healthcare.

#### **21. NINA Membership**

- 21.1. As an Associate Member of the National Independent Nursing Association (NINA) PPLE Healthcare hereby offer Free NINA Membership to all of its Nursing Employees. NINA offers PPLE Healthcare Employees a range of free (at no cost to its Members) benefits including Discounts on Uniforms, CV and Work Record Keeping, Discounted Nurse Training, Exclusive discounts on selected products and services and much more. By signing this agreement, the Employee applies for free NINA membership.

#### **22. Standard Terms of Employment**

When the Employee accepts an assignment, the Employee must be committed to the assignment and agree to the following:

- 22.1. To comply with terms and conditions of employment as set out in this Agreement as well as the Agency's Disciplinary and Grievance Procedures in the Standard Operating Procedures (SOP's), available for The Employee to read at the Employee request.
- 22.2. To comply fully with any rules procedures, policies and practices in place at the client's premises which apply to the Employee's Assignment.
- 22.3. These include specific procedures which the Client adopts as part of its normal employment practices. The Employee undertakes to familiarise him/herself with such specific procedures upon taking up his/her duties on assignment.
- 22.4. To accept that each assignment is of a temporary nature and that no benefits or conditions applying to permanent Employees of the Client or the Agency will apply to the Employee.

#### **23. Protection of Personal Information (POPI Act)**

23.1. The employee hereby expressly gives the Company permission to collect and process any of the employee's personal information as defined in the Protection of Personal Information Act (No. 4 of 2013) ("POPI") as well as the Promotion of Access to Information Act (No. 2 of 2000) ("PAIA") and the associated regulations and this can be done

- 23.1.1. for any legitimate purposes connected with the employee's employment, including but not limited to maintaining personal contact details, to comply with applicable legislation, payroll and remuneration, implementing health management systems, performance evaluation, training, development planning, occupational health and safety, security and access control, implementation of medical aid schemes and retirement funding, administration of benefits, to ensure employees proceed on sick leave and maternity leave when necessary, to protect employees' beliefs and culture, employment and credit references, succession and contingency planning;
- 23.1.2. in order to comply with laws and other measures designed to protect or advance persons, or categories of persons, disadvantaged by unfair discrimination;
- 23.1.3. in order to implement collective agreements and/or to process trade union stop orders; and
- 23.1.4. in order to protect the Company's legitimate interests in respect of credit-related matters, criminal offences which have been, or can reasonably expected to be, counted against the employee or other employees in the Company's service;
- 23.1.5. in order to perform obligations under law or contract, to protect the legitimate interests of the employee or to pursue the legitimate interests of the Company or of a third party to whom the information is supplied.
- 23.2. For purposes of this clause, "processing" refers to processing as defined in the POPI Act and includes but is not limited to collecting, receiving, recording, organising, collating, storing, updating, retrieving, altering, using, disseminating, distributing, merging, linking, blocking, degrading, erasing or destroying of any personal information.
- 23.3. The employee similarly consents to the processing, analysing and assessment of the employee's personal information by any third party, whether based in South Africa or in other jurisdictions.
- 23.4. Any personal information will only be used by any such third parties in accordance with the instructions of the Company.

- 23.5. The employee warrants that any and all personal information provided by the employee to the Company shall at all times be true and correct and that the provision of inaccurate and/or misleading personal information shall constitute serious misconduct, subject to appropriate disciplinary action, including potential dismissal.
- 23.6. The processing of personal information by the Company shall further be subject to any applicable policy regulating this in place at the Company and as amended from time to time in the sole discretion of the Company.
- 23.7. The employee shall ensure that the employee is at all times aware of the aforementioned policy and any amendments thereto.
- 23.8. Furthermore, the employee shall by virtue of his or her employment, have access to the personal, private and confidential information of clients, customers, suppliers, fellow employees and other parties. The employee understands and accepts that such information may only be processed in accordance with the provisions of POPI and PAIA read along with the Company's specific policies and procedures.
- 23.9. As a general rule, personal information may only be processed if the data subject has provided permission, it is required in terms of a contract or it is required by statute. In the event of the employee requiring permission to process personal information, the line head or the appointed Information Officer must be approached for a decision.
- 23.10. The employee warrants that he or she shall be responsible for ensuring a clear understanding of the policies pertaining to the protection of personal information and that a breach thereof will comprise a serious disciplinary offence.

**24. Declaration**

I declare the information given in this application form is true and complete to the best of my knowledge and belief. I have read and understand the following:

Signed at \_\_\_\_\_ (Place)

\_\_\_\_\_  
Signed by: Name and Surname

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signed by: Name and Surname

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

- 24.1. I have read and understood and agree to the contents of this document;
- 24.2. I have professional indemnity – I understand that I need to have professional indemnity cover in place at all temporary assignments and I will not undertake assignments without entrusting that this cover is in place;
- 24.3. I agree to comply with all Health & Safety Legislation and Regulations that are applicable;
- 24.4. I understand that my appointment is subject to the receipt of a minimum of two satisfactory references, which I give the Employer permission to contact and obtain.
- 24.5. I agree to respect the confidentiality of patients and clients and any other information that I may have access to at all times;
- 24.6. I have read, understand and agree to adhere to the Agency's disciplinary code and grievance procedure.
- 24.7. RWOPS; I am aware that if I am employed in the Public Service, I must obtain permission to undertake agency work from my employer.
- 24.8. I have not been convicted in terms of the Sexual Offences and Related Matters Amendment Act 32 of 2007, I must disclose such conviction to the Agency.
- 24.9. I confirm that I am aware that I must disclose to the Agency if my name appears in Part B of the National Child Protection Register in terms of the Children's Act, 38 of 2005.
- 24.10. I understand that is my responsibility to have an annual clinical health screen at my own cost.
- 24.11. In the event that I become symptomatic while I am on assignment, I undertake to advise the Agency immediately.
- 24.12. I undertake to ensure that I receive all relevant and necessary immunizations and vaccinations to prevent susceptibility to any communicable or infectious diseases.
- 24.13. I have not been convicted of a criminal offence in any Country.
- 24.14. I Have not been convicted or disciplined for professional misconduct and I do not have any pending professional misconduct proceedings against me in any Country.

FOR OFFICE USE ONLY:

**For/and on behalf of the Temporary Employment Agency, being duly authorized thereto:**

\_\_\_\_\_  
Signed by: Name and Surname

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

# **NURSING EMPLOYMENT POLICY: CODE OF CONDUCT & PENALTIES**

Effective – 1 September 2020

This document serves as notice from PPLE Healthcare to all the Nurses of all Categories and Grades in PPLE Healthcare employ in terms of the of implementation of the Employment Policy relating to Conduct, Duties and Penalties which will be effective from the 1st September 2020 and will apply to all work performed as a Locum Nurse or care giver for PPLE Healthcare .

Failure to adhere to this Nursing Employment Policy will permit PPLE Healthcare to take strict disciplinary action in line with our Disciplinary Code. Where such transgressions may have negative financial implications or repercussions for the company, the employee hereby grants PPLE Healthcare there permission to impose penalties of up to 25% of the Employees gross earnings per month and until the full cost of such penalties have been recouped.

## **Conduct as a PPLE Nurse:**

PPLE Healthcare expects the highest possible standards of conduct from its staff. Some of the major transgressions listed in the Code of Conduct is:

1. Absence without proper notification,
2. Accepting gifts or bribes in the line of duty,
3. Drinking intoxicating liquor or use of drugs of any kind, being under its influence on duty or reporting for duty while intoxicated;
4. Unnecessary harshness or violence or using profane language;
5. Willful disobedience of site instructions, orders of a superior or a reasonable request by the patient;
6. Failure to wear the standard uniform or Personal Protective Equipment (PPE) when on duty;
7. Failure to complete occurrence book or any other documents as specified by the facility or PPLE Healthcare;
8. Failing to present an acceptable image, or to deal with any client in a respectable and professional manner;
9. Sleeping on duty, theft, eating the food of clients, and withholding basic rights from clients;
10. Sexual harassment and related offences.

**Any misconduct in terms of the above Major Transgressions will be regarded as extremely serious and may be sufficient reason for the offender to be remove from any premises permanently.**

(Please note that the above is merely an extract of a more comprehensive Code of Conduct which PPLE Healthcare reserves the right to amend at any time.)

## **Offences which attract Penalties:**

1. 33% of the Value of a Shift - Failure to notify PPLE Healthcare of late arrival or no attendance a minimum of 2 to 4 hours prior to commencement of shift;
2. 100% of the Value of a Shift - Sleeping on duty;
3. 100% of the Value of a Shift - Being under the influence & appearance to be under the influence of Intoxicating Substances while on duty.
4. 33% of the Value of a Shift - Failure to wear and display identity cards and distinguishing devices;
5. 33% of the Value of a Shift - Failure to adhere to the dress code;
6. 100% of the Value of a Shift - Absent from point of duty without permission; &
7. 100% of the Value of a Shift - Abandoning or ending a shift before the prescribed time.

Any of the above-mentioned transgressions will attract a substantial Financial Penalties in line with the penalty that the Client may charge to PPLE Healthcare.

I hereby acknowledge receipt of this notice and commit my full compliance to this policy:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## PART D: MEDICAL MALPRACTICE (INDEMNITY) APPLICATION

### Medical Malpractice & Professional Indemnity Insurance Cover

You cannot work without personal Medical Malpractice/Professional Indemnity Insurance. Malpractice/Indemnity Insurance cover you for claims made by a patient for bodily injury, damages and losses, normally as a result of negligence by yourself.

If you do not have any Indemnity cover, we suggest Aon South Africa (Pty) Ltd.

<b>AON SOUTH AFRICA (PTY) LTD / VERS. MAK. (EDMS) BPK 1978/004501/07/</b>			
Underwritten by <b>iTOO Specials Risks (Pty) Ltd</b> / Supported by Hollard Insurance Company			
<b>Indemnity Cover:</b> Indemnity limit – R5 000.00 any one claim aggregating to R10 000 000 per policy period/annum			
<b>Please tick your chosen option below. PLEASE NOTE: Option 1 will automatically apply if you fail to choose an option.</b>			
<b>Option 1</b>	<b>Premium (Medical Malpractice ONLY)</b>	<b>Admin Fee</b>	<b>Amount paid by you in Total</b>
	R470.00	R90.00	Valid from: 1 May 2021 – 30 April 2022 R560.00
<b>Option 2</b>	<b>Premium (Medical Malpractice + Needle-Stick)</b>	<b>Admin Fee</b>	<b>Amount paid by you in Total</b>
	R550.00	R90.00	Valid from: 1 May 2021 – 30 April 2022 R640.00
<b><u>Application Form</u></b>			
Dr. <input type="text"/> Mr. <input type="text"/> Mrs. <input type="text"/> Miss. <input type="text"/> Surname: _____			
Full Names: _____			
ID Number: _____		Occupation: _____	
Contact Number: _____		Fax / Email: _____	
Address: _____ _____			
Code: _____			
Were you previously or currently insured against Professional Indemnity Claims? Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
If Yes, please give details: _____			
Were you previously or currently involved in a liability claim? Yes: <input type="checkbox"/> No: <input type="checkbox"/>			
If Yes, please give details: _____			

I, \_\_\_\_\_ (full name and Surname) herewith authorize my employer, PPLE Healthcare a Division of PPLE Healthcare (Pty) Ltd, to deduct the annual fee, as a once-off (for the said period) from my salary and pay the annual premium to Aon South Africa (Pty) Ltd for the Medical Malpractice & Professional Indemnity Insurance Cover.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### NO CLAIMS MATERIAL CHANGES DECLARATION

I, .....confirm that I am unaware of any claims or circumstances that may give rise to a claim against me or have become known to me since taking out this Medical Malpractice, Professional Indemnity Insurance Cover.

I declare to the best of my knowledge my scope of practice has not materially altered whereby it can be construed to be detrimental to the risk and exposures in terms of the Medical Malpractice/Professional Indemnity cover to date.

I declare that to the best of my knowledge and belief the statement set forth above is true.

Signature ..... Print Name .....

Title: ..... Date .....



### Medical Malpractice & Professional Indemnity Insurance Cover;

Malpractice/Indemnity Insurance cover you for claims made by a patient for bodily injury, damages and losses, normally as a result of negligence by yourself.

#### Extensions/Clauses included in the Medical Malpractice, Professional Indemnity cover above:

- Council Hearings
- Criminal Defence Costs Sub-limited to R2.5 million
- Liability Following Employee Dishonesty
- Defamation
- Breach of Confidentiality
- Public Liability
- Products Liability & Defective Workmanship (Legal Defence Costs) sub limited to R2.5million in the aggregate

#### Notes on Quotes

We provide herewith general notes on the various covers listed above. These notes are merely a brief summary and do not in any way replace the formal policy documentation.

1. Retro-active date inception or subject to proof of continuous 'claims-made' insurance (i.e. date on or after which any claim against you will be indemnified in terms of the policy. There is thus no cover in place for claims arising out of work performed prior to the retroactive date.
2. No known claims/circumstances.
3. Premiums quoted include VAT at 15% and can be recovered from the Receiver of Revenue should you be a VAT Vendor.
4. Combined Single Limits of Indemnity for Professional Indemnity/Malpractice (i.e. (the maximum amount the Insurer will pay for one loss).
5. All limits of indemnity quoted, include costs and expenses are aggregated (i.e. maximum amount the Insurer will pay in any one year).
6. All limits of indemnity offer 1 reinstatement (i.e. increased aggregate limit of Indemnity after one loss).
7. Limits of indemnity/excess quotes are exclusive of VAT
8. The deductibles quoted are in respect of each and every claim (This is the amount that you would pay towards any claim that might be paid by the Insurer. The excess/ deductible is paid in respect of each and every claim and paid by you only on settlement of a claim and only when an award for damages is granted to the patient. Costs and expenses are not included in the excess/deductible.
9. **3 years free Run-off cover "additional reporting period"** Allows you to report any claims that first come to your attention only after your policy has ceased and these claims' notifications will be dealt with as if you still had a policy in place. This is in respect of (i) Death, (ii) Retirement, (iii) Serious illness, (iv) Ceasing to practice and (v.) Cancellation on notification and subject to underwriting criteria.
10. Professional Indemnity policies are issued on a **"claims made basis"**  
This means that it is the policy that is in force at the time a claim is made against you that will respond to the claim and **NOT** the policy that was in force at the time the work was done. Therefore, should the policy be lapsed or not renewed there will be **NO COVER** in force to respond to any claims, unless you inform us of cancellation as mentioned in point 9 above.
11. In terms of the policy you are obliged to maintain accurate descriptive records of professional services rendered.
12. It is a condition precedent to liability that you are fully qualified and registered with the relevant Industry Body / Association in terms of legislation as applicable.
13. Penalties and fines will not be covered under this policy.
14. No cover for nurses involved in midwifery activities.
15. State employment endorsement applicable for nurses working in state.

**The benefits provided** by the insurance contract e.g. Representation in respect of Council enquiries, Legal costs and a guaranteed amount of money in the event of a claim for damages arising out of medical malpractice, Damages arising out of defamatory statements made in good faith (i.e. not intentional defamation- something said purely with the intention of damaging another's reputation), Legal Risk Management Services e.g. billing, consent, practice structures, access to information, medical scheme queries etc.

#### **ADDENDUM: IMPORTANT NOTICE** **NB Claims/Complaints' Procedure**

It is essential that you notify us of any potential claim or complaint against you that you become aware of or suspect may be made against you **prior** to your renewal. If you do not do so, underwriters could reject any such claim/complaint which subsequently arises post renewal, if they can prove that you would reasonably have known about such claim/complaint prior to your renewal and yet failed to disclose it. It is also important that you notify us as soon as possible of any new potential claims/complaints **after** your policy has been renewed.

We set out below some **examples** of possible "claims" which need to be reported to us as soon as you become aware of them:

1. Should you feel that there was a complication during a procedure even if the patient seems fine;
2. Any notification from a patient whether **verbal** or written indicating that they are unhappy with treatment received by yourself;
3. Receipt of correspondence from attorneys requesting copies of your treatment records in respect of any of your patients;
4. Indications from any medical aid that they are investigating your accounts;
5. Complaint that is lodged against you at your Council. Please do not submit your response, prior to consulting with us as you may unwittingly prejudice your defense.
6. Please notify Aon of any incidents, claims, potential claims or Council complaints. For further complaint procedures please refer to the policy wording once cover bound.

Aon Medical Malpractice Consultant: Carol-Lee Axford, Telephone: 011 944 7457, Email: carol-lee [axford@aon.co.za](mailto:axford@aon.co.za)



# Consent and Indemnity Form

## COMPANY INFORMATION "COMPANY"

Company Name		Consultant Name	
Email Address		Phone Number	

## CANDIDATE PERSONAL INFORMATION

Surname		Full First Name	
Maiden Surname		Date Of Birth	
SA ID Number		Passport	
Email Address		Contact Number	
Physical Address			

## CANDIDATE SELF-DISCLOSURE

### Criminal Record Check

Have you ever been criminally charged?	Yes	No
If yes, detail of charge / conviction		

### Academic Qualifications

Qualifications	Institution	City	Year Completed	Student No.

### Social Media

Current Employer		Previous Employer	
Facebook URL		Twitter Handle	
LinkedIn URL		Pinterest	
Instagram		Google+	
YouTube		Blogs	
Other		Other	

Initial

**CONSENT TO PROCESS PERSONAL INFORMATION**

I hereby:

- consent to the Company, its duly authorised agent, LexisNexis Risk Management (LNRM) and its data providers to process my personal information and conduct background verification checks including but not limited to; credit, criminal, qualifications, employment references, fraud prevention, ID verification, FAIS comprehensive, professional associations, driver's licence and social media;
- understand that all personal information is disclosed in confidence and will be kept confidential in a secure manner by the Company and LNRM;
- authorise the communication of the results of the background checks to the Company and LNRM who, in turn, will keep a copy on record, as per company policy;
- consent to this indemnity form being used from time to time for continued verification purposes for the duration of my engagement with the Company;
- authorize LNRM to receive and store my personal information for current, future or continued verification purposes (whether for the Company or for other legitimate purposes);
- confirm that I have been informed fully of the purposes of the background checks and that my consent is given voluntarily without coercion and that I may request a copy of this consent form to retain for my own purposes;
- declare that, to the best of my knowledge and belief, all of the information provided in connection with this application is full and correct and up to date; and
- undertake to supply any additional information that may be required by LNRM to verify the information given and will inform the Company of any alteration to the information provided.

I am aware that:

- any information furnished to the Company will be disclosed to me upon request and that I may dispute any information in the record as prescribed in the Protection of Personal Information Act 4 of 2013 or the National Credit Act 34 of 2005 (NCA);
- the Company is responsible for verifying the accuracy of information furnished by the South African Police Service;
- where my personal history requires background checks to be carried out in other countries where I have worked, studied or resided, my data may be transferred to and processed in the other countries, where the data protection laws may not be as strict;
- in processing my personal information, the Company or LNRM may have access to personal information of mine that is sensitive, including information about criminal behaviour related to the commission of or alleged commission of offences and my credit history;
- I have the right to withdraw my consent at any time by informing the Company that I wish to do so by completing the appropriate Withdrawal of Consent Form. I am also entitled to object to the processing of my personal information and to obtain a copy of my personal information at any time;
- the Company or LNRM may contact me and my referees by telephone, email, or post for the purposes set out above;
- verification requests form part of the background screening process;
- requests for credit information will only be conducted under the regulations of the NCA and data obtained from the Financial Sector Conduct Authority serves only for the purposes of determining the fitness and propriety as envisaged in the Financial Advisory and Intermediary Services Act 37 of 2002;
- requests for consumer credit information will be provided for the below prescribed purposes only:
  - considering me for employment in a position that requires honesty in dealing with cash and/or finances (as per relevant job description);
  - fraud detection and fraud prevention services;
- for the purpose of criminal background checks, my fingerprints will be captured and stored for a reasonable period. Any previously captured fingerprints may be used, where available;
- the purpose of background screening, including any social media checks, is for consideration of the results by the Company as part of my application and/or my suitability for employment;
- the social media information that may be covered in the background checks includes all social media accounts of which I am a member or user, and is not limited to the social media information listed on page one.

**INDEMNITY**

All signatories agree that LNRM, the Company, referees in my CV and/or the data providers shall not incur liability, and no claims will be made for any compensation in respect of any document or information obtained through such inquiries conducted in good faith. Furthermore, LNRM and the Company will not be held liable for relying on any inaccurate, misleading or outdated personal information provided by the data provider/s or the candidate.

Signed at (Place)		On DD/MM/YYYY (Date)	
Applicant/Guardian Name		Consultant Name	
Applicant/Guardian Signature		Consultant Signature	



## Annexure to existing contract of employment

Entered into between  
PPL Group (Pty) Ltd  
("the Company")  
and

\_\_\_\_\_  
(Name and Surname)

### PROTECTION OF PERSONAL INFORMATION

1. The employee hereby expressly gives the Company permission to collect and process any of the employee's personal information as defined in the Protection of Personal Information Act (No. 4 of 2013) ("POPI") as well as the Promotion of Access to Information Act (No. 2 of 2000) ("PAIA") and the associated regulations and this can be done
  - 1.1 for any legitimate purposes connected with the employee's employment, including but not limited to maintaining personal contact details, to comply with applicable legislation, payroll and remuneration, implementing health management systems, performance evaluation, training, development planning, occupational health and safety, security and access control, implementation of medical aid schemes and retirement funding, administration of benefits, to ensure employees proceed on sick leave and maternity leave when necessary, to protect employees' beliefs and culture, employment and credit references, succession and contingency planning;
  - 1.2 in order to comply with laws and other measures designed to protect or advance persons, or categories of persons, disadvantaged by unfair discrimination;
  - 1.3 in order to implement collective agreements and/or to process trade union stop orders; and
  - 1.4 in order to protect the Company's legitimate interests in respect of credit-related matters, criminal offences which have been, or can reasonably expected to be, counted against the employee or other employees in the Company's service;
  - 1.5 in order to perform obligations under law or contract, to protect the legitimate interests of the employee or to pursue the legitimate interests of the Company or of a third party to whom the information is supplied.
2. For purposes of this clause, "processing" refers to processing as defined in the POPI Act and includes but is not limited to collecting, receiving, recording, organising, collating, storing, updating, retrieving, altering, using, disseminating, distributing, merging, linking, blocking, degrading, erasing or destroying of any personal information.
3. The employee similarly consents to the processing, analysing and assessment of the employee's personal information by any third party, whether based in South Africa or in other jurisdictions.
4. Any personal information will only be used by any such third parties in accordance with the instructions of the Company.
5. The employee warrants that any and all personal information provided by the employee to the Company shall at all times be true and correct and that the provision of inaccurate and/or misleading personal information shall constitute serious misconduct, subject to appropriate disciplinary action, including potential dismissal.
6. The processing of personal information by the Company shall further be subject to any applicable policy regulating this in place at the Company and as amended from time to time in the sole discretion of the Company.
7. The employee shall ensure that the employee is at all times aware of the aforementioned policy and any amendments thereto.
8. Furthermore, the employee shall by virtue of his or her employment, have access to the personal, private and confidential information of clients, customers, suppliers, fellow employees and other parties. The employee understands and accepts that such information may only be processed in accordance with the provisions of POPI and PAIA read along with the Company's specific policies and procedures.
9. As a general rule, personal information may only be processed if the data subject has provided permission, it is required in terms of a contract or it is required by statute. In the event of the employee requiring permission to process personal information, the line head or the appointed Information Officer must be approached for a decision.
10. The employee warrants that he or she shall be responsible for ensuring a clear understanding of the policies pertaining to the protection of personal information and that a breach thereof will comprise a serious disciplinary offence.

Signed at \_\_\_\_\_ on \_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Employee

\_\_\_\_\_  
The Company