

Annex A: Sample warranty text¹

Pre-employment checks

1. [Party A/Employing Organisation] warrants that it will undertake the necessary pre-employment checks [in accordance with its statutory obligations and as otherwise may be defined in the Agreement² or agreed between the Parties] to verify that the [Employee / Seconded / Shared Staff / INSERT AS APPROPRIATE] has the necessary authorisation as required by law or by any relevant professional for the [Employee/ Seconded / Shared Staff etc] in order to perform the Services [as may be defined in the Agreement] for the role to which they are appointed.
2. [Party A / Employing Organisation] warrants that the [Employee / Seconded / Shared Staff / INSERT AS APPROPRIATE] is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling the [Employee / Seconded / Shared Staff / INSERT AS APPROPRIATE] obligations under the Agreement [or Licence / INSERT AS APPROPRIATE].
3. [Party A/Employing Organisation] warrants that the [Employee / Seconded / Shared Staff / INSERT AS APPROPRIATE] has valid and subsisting leave to enter and remain

¹ Providers should obtain their own legal advice when entering into workforce sharing agreements and the sample text may require modification or might not be appropriate for inclusion, depending on the circumstances

² The most relevant checks will be Identity, Professional registration and qualification, Employment history and references, the right to work, work health assessments, criminal record check. Other than statutory requirements and where staff may be working with children or vulnerable adults, the parties should agree what checks will be necessary for the particular role.

in the United Kingdom for the duration of this Agreement [or Licence etc] and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the [Assignment / performance of the Services etc].

4. [Party B / Host] shall nonetheless undertake an identity check whenever a [Employee / Seconded / Shared Staff etc] is received at [Party B's etc] premises for the purposes of performance of the Services. The Parties agree that upon effect of this warranty, it shall otherwise be unnecessary [Party B / Host] to conduct its own pre-employment checks in respect of the [Employee / Seconded / Shared staff etc], save as may be required by law.
5. [Before commencement of the Appointment / performance of Services by the [Employee etc], [Party A / Employing Organisation] shall provide assurance that the relevant checks [as defined] have been undertaken and satisfied. This assurance shall take the form to be agreed between the Parties.^{3]}
6. [If so requested by [Party B / Host], [Party A etc] will provide written assurance and / or copies of the relevant pre-employment checks documentation within [X] working days of receipt of the request.

Core training

1. [Party A / Employing Organisation] warrants that it will undertake to provide and maintain that the [Employee etc] has received the necessary statutory and mandatory training [defined within the Core Skills Training Framework⁴ or as may otherwise be agreed as necessary between the Parties] in order to perform the Services [as may be defined in the Agreement] for the role to which they are appointed.
2. [Party B / Host] may nonetheless require the [Employee / Seconded etc] to undertake training in relation to [Party B]'s own procedures and as may be required by law. Upon

³ For efficiency reasons, it would be recommended to accept assurance electronically. The parties may decide that providing written assurance beforehand is not necessary in any event.

⁴ To date the 11 Core Modules are:

- Conflict Resolution – Level 1
- Data Security Awareness – Level 1
- Equality and Diversity and Human Rights – Level 1
- Fire Safety – Level 1
- Health, Safety and Welfare – Level 1
- Infection Prevention and Control – Level 1
- Moving and Handling – Level 1
- Preventing Radicalisation – Basic Prevent Awareness
- Resuscitation – Level 1
- Safeguarding Children – Level 1
- Safeguarding Adults – Level 1

the effect of the warranty above, it will be otherwise unnecessary for [Party B] to repeat the relevant statutory and mandatory training modules.

3. [Before commencement of the Appointment / performance of Services by the [Employee etc], [Party A / Employing Organisation] shall provide assurance that the relevant training [as defined] have been provided and maintained. This assurance shall take the form to be agreed between the Parties.^{5]}
4. [If so requested by [Party B / Host], [Party A etc] will provide written assurance and / or copies of the relevant training confirmation documentation within [X] working days of receipt of the request.

⁵ For efficiency reasons, it would be recommended to accept assurance electronically. The parties may decide that providing written assurance beforehand is not necessary in any event.