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Policy number

Moore Hall Playchool



A Registered Company Limited by Guarantee
Company No: 04492844
Registered Charity No. 1102054

Harris Hall, Church Close
Andover, Hampshire
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Policy title Staff Waiver for Employment
Pending DBS clearance

DOCUMENT AUTHORISATION

This Policy was adopted on 14/7/24

Date to be Reviewed 14/7/25

The Parent Management Committee is responsible for reviewing this policy, which will be done annually. If needed the policy can be reviewed more frequently at committee meetings.

APPROVED BY

APPROVED BY

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Signature

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Policy: Staff Waiver for Employment Pending DBS Clearance

1. Purpose

This policy outlines the procedure for staff to sign a waiver while awaiting the completion of their DBS check. The waiver ensures acknowledgment of specific conditions and safeguards for both the organization and the individual.

2. Scope

This policy applies to all new hires, volunteers, or contractors who are required to commence work before their DBS check has been finalized.

3. Conditions

- The staff member may only begin working in a supervised capacity while the DBS check is pending.
- The waiver serves to acknowledge that employment is subject to receipt of a satisfactory DBS result.
- If the DBS check reveals information that affects suitability for the role, the organization reserves the right to review and potentially terminate employment.

4. Waiver Signing Process

- The staff member will be provided with the waiver before their start date.
- The waiver will state:
 - They are aware the DBS is still in process.
 - They agree to adhere to supervision and other safeguards as set by the organization.
 - They understand that continued employment is contingent upon satisfactory DBS clearance.

- The waiver must be signed by both the staff member and a representative of the organization.

5. Supervision and Safeguards

- Pending DBS clearance, the staff member will:
 - Work under direct supervision at all times.
 - Be restricted from certain tasks (e.g., unsupervised access to vulnerable individuals).

6. Record Keeping

- The signed waiver will be kept in the staff member's personnel file.

7. Non-Compliance

- Failure to sign the waiver or comply with the conditions may result in a delayed start date or withdrawal of the offer of employment.

8. Review

This policy will be reviewed annually or as needed to ensure compliance with safeguarding requirements and legal standards.

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Staff Waiver Agreement: Employment Pending DBS Clearance

This agreement is made between:

[Organization Name]

and

[Staff Member's Full Name]

1. Purpose

This agreement outlines the conditions under which the Employee may commence work while their DBS (Disclosure and Barring Service) check is being processed.

2. Acknowledgment

The Employee acknowledges and agrees to the following:

- 1. Their employment with the Organisation is conditional upon the receipt of a satisfactory DBS check.**
- 2. They may begin working under supervision and with specific restrictions as outlined by the Organisation until the DBS check has been completed and verified.**
- 3. If the DBS check reveals information that affects their suitability for the role, the Organisation reserves the right to review and potentially terminate the employment.**

3. Safeguards

While the DBS check is pending, the Employee agrees to:

- 1. Work under direct supervision as determined by the Organisation.**
- 2. Adhere to any additional safeguards or restrictions implemented by the Organisation.**
- 3. Avoid undertaking any unsupervised activities or tasks that could place vulnerable individuals at risk.**

4. Termination of Agreement

In the event that the DBS check is unsatisfactory, or the conditions of this waiver are breached, the Organisation reserves the right to:

- 1. Suspend the Employee immediately.**
- 2. Terminate employment in accordance with applicable laws and organisational policies.**

5. Duration

This waiver remains in effect until the DBS check is completed and the results are verified by the Organisation.

6. Declaration

By signing this agreement, the Employee confirms that they understand and accept the conditions outlined above.

Signed by the Employee:

Name: _____

Signature: _____

Date: _____

Signed on behalf of the Organization:

Name: _____

Position: _____

Signature: _____

Date: _____

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