

DEFINITIONS

1.0 In these terms of engagement the following definitions apply

<Assignment> means the period during which the Temporary Worker is supplied to deliver services to the service buyer.

<Service Buyer> means the person, firm or corporate body requiring the services of the Temporary worker.

(Together with any subsidiary or associated company as defined by the Companies Act 1985)

<Employment Business> means Carefirst 24 Ltd, Hamilton House, Sutton, Surrey SM2 2DA.

<Temporary Worker> means Registered Nurse, Carer, Care Assistant, Domestic, Cook, Nursery Nurse, Locum Doctor or other temporary worker (YOU).

1.1 Unless context otherwise requires references to the singular include the plural and references to the masculine include the feminine and vice versa

1.2 The headings contained in these Terms are for convenience only and do not affect their interpretation.

THE CONTRACT

2.0 These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

2.1 For the avoidance of doubt, these terms shall not give rise to a contract of Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from his remuneration in accordance with clause 4.0.

2.2 No variation or alteration of these Terms shall be valid unless approved by the Employment Business in writing.

ASSIGNMENTS

3.0 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as (Nurse, Carer, Care Assistant, Domestic, Cook, Nursery Nurse, Locum Doctor....

3.1 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that suitability shall be determined solely by the Employment Business; and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the category or in any other category.

3.2 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be 1st Oct 1998 or the date on which the Temporary Worker commences the first Assignment, if after.

RENUMERATION

4.0 The Employment Business shall pay to the Temporary Worker remuneration calculated at an hourly rate. The actual rate will be notified on a per Hour assignment basis, for each hour worked during an assignment (to the nearest quarter hour) to be paid weekly in arrears. Employed Workers (excludes self employed) will be subject to deductions in respect of PAYE Class 1 National Insurance Contributions and Income Tax pursuant to IR 35 and S1 34 of the income Corporation Taxes Act 1988 and any other deductions which the Employment Business may be required by law to make.

4.1 Subject to any statutory entitlement under the relevant Legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

STATUTORY LEAVE

5.0 For the purposes of calculating entitlement to leave under this clause, the leave year commences on 1st January of each year.

5.1 Entitlement to statutory leave and related payments under the Working Time Regulations 1998 are not applicable to trained grades or doctors.

5.2 Under the Working Time Regulations 1998, qualifying Temporary Workers are entitled to 4 weeks paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.

5.3 Where applicable, entitlement to paid leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year and is calculated according to the previous 12 weeks worked.

5.4 In the course of any assignment during the first leave year the Temporary Worker is entitled to request leave at a rate of 1/12(one-twelfth) of his total holiday entitlement in each month of his/her leave year.

5.4 Where the Temporary Worker wishes to take any leave which he/she is entitled, he/she should notify the Employment Business in writing of the dates of his/her intended absence. The amount of notice which the Temporary Worker is required to give should be at least twice the length of the period of leave that he wishes to take. Unless the Employment Business informs the Temporary Worker in writing that it is not possible for him or her to take leave on the specified dates, the Temporary Worker shall be entitled to take up his/her notified leave entitlement.

5.5 Temporary Workers who provide their services via an intermediary organisation or self-employed basis are not entitled to holiday pay.

5.6 None of the provision of this clause regarding statutory entitlement to paid leave shall affect the Temporary Worker's as a self-employed worker

5.7 No Temporary Worker shall be able to work for the Employment Business whilst on annual leave.

SICKNESS ABSENCE

6.0 Temporary Workers are not entitled to sick pay.

TIME SHEETS

7.0 At the end of each week of an assignment (or at the end of the Assignment where it is a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver or post the time sheet to the Employment Business his time sheet dully completed to indicate the place, date, time (hours) worked by him during the preceding week (Or such lesser period) and signed by an authorised representative of the client. Failure to submit a time sheet for hours worked may delay payments for the hours.

7.1 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of Those periods during which he/she is carrying out his/her activities or duties for the Client as part of the assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

CONDUCT OF ASSIGNMENTS

- 8.0 The Temporary Worker is not obliged to accept any assignment offered by the Employment Business but if he/she does so, during every assignment and afterwards where appropriate, he/she will
- (1) co-operate with the Client's staff and accept the direction supervision and control of any responsible person in the Client's organisation;
 - (2) observe any relevant rules and regulations of the client's establishment to which attention has been drawn and which the Temporary Worker might reasonably be expected to ascertain;
 - (3) unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment;
 - (4) take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his/her actions on the Assignment and comply with the health and safety policies of the Client;
 - (5) not engage in any conduct detrimental to the interests of the Client;
 - (6) not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Employment Business employees, business affairs, transactions or finances.
- 8.1 If the Temporary Worker is unable for any other reason to attend work during the course of an assignment he/she should inform the client or the Employment Business no later than eight hours from the commencement of the assignment or shift.

COMMENCEMENT/TERMINATION

- 9.0 Before engaging into any assignment the Temporary Worker must provide the Employment Business with declaration and confirmation that he/she has not been convicted of or cautioned in relation to any criminal offence. If the Temporary Worker is charged with or cautioned in relation to any criminal offence he/she must inform the Employment Business immediately and provide regular reports about the progress of proceedings.
- 9.1 The Temporary Worker will fully co-operate with the Employment Business in relation to any Criminal Record Checks (CRB) as stipulated by the Commission of Social Care Inspection (CSCI) and other health service purchaser.
- 9.2 Before engaging into any assignment the Temporary Worker must inform The Employment Business about any complaint made against him/her that is Relevant to his/her professional competence, standing or conduct. In the event that the Temporary Worker becomes the subject of a complaint he/she must supply regular reports about the progress of proceedings.
- 9.3 The Employment Business will inform the Temporary Worker about any complaint made against him/her that is relevant to his/her professional competence or conduct.
- 9.4 Where the Temporary Worker wishes to raise any complaint about any matter, he/she proceed to do so in accordance with the Employment Business complaints procedure.
- 9.5 The Employment Business or the client may, without prior notice or liability, terminate the Temporary Workers Assignment at anytime.
- 9.6 The Temporary Worker may terminate an Assignment by giving the following notice period:
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|-----------------------------------|---------------|
| (1) Assignment less than 1 week | 1 day notice |
| (2) Assignments less than 2 weeks | 2 days notice |
| (3) Assignments more than 2 weeks | 1 week notice |
- 9.7 If the Temporary Worker does not inform the client or the Employment Business(in accordance with clause 8.1) should they be unable to attend work during the course of an assignment by the Temporary Worker in accordance with clause 9.1 unless the Temporary Worker can show that exceptional circumstances prevented him/her from complying with clause 8.1.
- 9.8 If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated the employment business will be entitled to terminate the contract in accordance with clause 9.0, if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

CONFIDENTIALITY

- 10.0 You will not at any time divulge to any person, nor use for your own or any other persons benefit, any confidential information in relation to the client or Carefirst 24 or in relation to any of their employees, business affairs, transactions or finances which you may acquire during the currency of your agreement with Carefirst 24 under their terms.
- 10.1 Information concerning patients, their treatment and their affairs is strictly confidential and must not be disclosed to any unauthorised parties. The confidentiality of the employer/client must be maintained. Any breach of confidentiality will result in the termination of your engagement with the Employment Business (Carefirst 24) / Client and could result in civil actions for damages.

LEGAL REQUIREMENTS

- 11.0 All Temporary Workers (where applicable) are recommended to effect professional indemnity insurance cover.
- 11.1 The Temporary Worker is required to inform the Employment Business of any medical condition or any change in state of health that could affect his/her ability to carry out tasks or his/her eligibility for Assignments.
- 11.2 The Temporary Worker should inform the Employment Business immediately if offered any employment or engagement by the Client or any third party to whom he/she is introduced by the Client and is also requested to provide details to the Employment Business of any remuneration offered.
- 11.3 The Temporary Worker shall provide the Employment Business with all requested proof of qualifications, recent photographs(for identification), references, medical declaration questionnaire to be completed in order for the Employment Business to satisfy itself that the Temporary Worker is fit to be supplied to Clients.
- 11.4 In the case where the Temporary Worker:
- (a) Is a qualified nurse, he/shemust ensure that his/her registration with the Nursing & Midwifery Council (NMC) remains effective at all times and also the registered professional complies with the NMC Professional Code of Practice. The qualified nurse must ensure full and current compliance with the appropriate professional trainings and requirements (PREP).
 - (b)Is a doctor, he/she must ensure that his/her registration with the GMC remains effective at times and also he/she complies with the GMC Professional Code of Conduct. The Temporary Worker must ensure full and current compliance with professional or medical related trainings and requirement.
 - (c) Is a Carer, without NVQ National Vocational Qualification, the carer shall enrol to the relevant NVQ within the six (6) months of commencing an Assignment with the Employment Business and shall aim to complete the qualification within three (3) years.
- 11.5 The Temporary Worker must follow and co-operate fully with the formal induction procedure of the Employment Business and undertake any training recommended by the Employment Business.
- 11.6 Temporary Worker must comply with the Employment Business policies and procedures at all times.

LAW

- 12.0 These Terms are governed by the law of England & Wales/ Scotland/ Northern Ireland and are subject to the exclusive jurisdiction of the courts of England & Wales/ Scotland/ Northern Ireland.

TERMS OF ENGAGEMENT FOR REGISTERED NURSES, CARE ASSISTANTS, DOCTORS AND OTHER TEMPORARY WORKERS

These terms of Engagement are acknowledged and accepted.

SIGNED BY _____

PRINT NAME _____

POSITION _____ DATE _____