



## **TERMS & CONDITIONS**

- Terms & Conditions Limited Company Contractors/ Self Employed Consultancy (Outside IR35)
- Terms & Conditions Limited Company Contractors (Within IR35)
- Terms & Conditions Temporary Worker Locums - PAYE

## Terms & Conditions Limited Company Contractors/ Self Employed Consultancy (Outside IR35, No-opt out of 2003 Conduct Regulations)

### 1. DEFINITIONS

1.1. In this Agreement the following definitions apply:  
**"Assignment"** means the period during which the Consultancy is supplied by the Employment Business to provide the Consultancy Services to the Client;  
**"Client"** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) requiring the Consultancy Services;  
**"Conduct Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003  
**"Confidential Information"** shall mean any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs (including but not limited to this Agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to, whether in writing, orally or by any other means, the Consultancy or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;  
**"Consultancy"** means the Limited Company Contractor or Self Employed Consultancy engaged by the Employment Business to provide the Consultancy services to the Client;  
**"Consultancy Staff"** means such of the Consultancy's employees, officers or representatives supplied to provide the Consultancy Services;  
**"Engagement"** means the engagement, employment or use of the Consultancy and/or Consultancy staff by the Client or by any third party to whom the Contractor has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or through any other employment business or any other engagement, and "Engage", "Engages" and "Engaged" shall be construed accordingly;  
**"Employment Business"** means Locum Select Ltd of 3 & 5 Commercial Gate, Mansfield, NG18 1EJ;  
**"Minimum Rate"** means the minimum rate of pay that the Employment Business reasonably expects to achieve, for all work performed by the Consultancy;  
**"Period of Extended Hire"** means any additional period that the Client wishes the Consultancy to be supplied for beyond the duration of the original assignment or series of assignments as an alternative to paying a Transfer Fee;  
**"Relevant Period"** means (a) the period of 8 weeks commencing on the day after the last day on which the Consultancy worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Consultancy worked for the Client having been supplied by Employment Business; or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;  
**"Transfer Fee"** means a fee payable by the Client to the Employment Business if the Client or any third party wishes to Engage the Consultancy, as permitted by Regulation 10 of the Conduct Regulations; and  
1.2. Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.  
1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

### 2. THE CONTRACT

2.1. This Agreement constitutes the entire agreement between the Employment Business and the Consultancy and governs all Assignments undertaken by the Consultancy with the Client. However no contract shall exist between the Employment Business and the Consultancy between Assignments. This Agreement shall prevail over any terms put forward by the Consultancy.  
2.2. During an Assignment the Consultancy will be engaged on a contract for services by the Employment Business on the terms set out in this Agreement. For the avoidance of doubt this Agreement shall not be construed as a contract of employment between any Consultancy Staff or representative of the Consultancy supplied to carry out the Assignment and either the Employment Business or the Client, and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Consultancy.  
2.3. No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the Employment Business and the Consultancy and set out in writing and a copy of the varied terms is given to the Contractor stating the date on or after which such varied terms shall apply.  
2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Consultancy for Assignments with its Clients.

### 3. RELATIONSHIP BETWEEN THE EMPLOYMENT BUSINESS AND THE CONTRACTOR

3.1. The Employment Business is not obliged to offer Assignments to the Consultancy and the Consultancy is not obliged to accept any Assignment. Both parties acknowledge

that there is no intention to create mutuality of obligation during any Assignment or between Assignments.

3.2. The Consultancy acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Consultancy Staff (including the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Consultancy Services are provided) shall fall upon and be discharged wholly and exclusively by the Consultancy.  
3.3. Nothing in this Agreement shall render any member of the Consultancy Staff an employee of either the Employment Business or the Client. The Consultancy shall ensure that none of the Consultancy Staff holds themselves out as an employee of either the Employment Business or the Client. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the Consultancy Staff are an employee/employees of the Employment Business or the Client, the Consultancy shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business shall incur.  
3.4. If before or during an Assignment or within the Relevant Period the Client wishes to Engage the Consultancy, the Consultancy acknowledges that the Employment Business will be entitled either to charge the Client a Transfer Fee or to agree to a Period of Extended Hire with the Client at the end of which the Consultancy may be Engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a Transfer Fee to the Client if the Client introduces the Consultancy to a third party who subsequently Engages the Consultancy within the Relevant Period.  
3.5. The Consultancy shall provide the Consultancy Services and subject to the prior written approval of the Client (which will not be unreasonably withheld) shall be entitled to assign or sub-contract the performance of the Consultancy Services provided that the Employment Business and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard and that the terms of any such assignment or sub-contract contain the same obligations imposed by this Agreement  
3.6. Save as otherwise stated in this Agreement, the Consultancy shall be entitled to supply its services to any third party during the term of this Agreement provided that this in no way conflicts with or is to the detriment of the supply of its services to the Client or amounts to a breach of this Agreement.  
3.7. The Consultancy shall be permitted to determine how it will provide the Consultancy Services and, subject to complying with any reasonable operational requirements of the Client, will have the flexibility to determine the number of hours required to provide, and the times during which it will provide, the Consultancy Services. The Consultancy will be at liberty to determine the location at which the Consultancy Services will be provided, but where the Consultancy Services are undertaken at the Client's site, the Consultancy will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to that site.

**4. WARRANTIES PROVIDED BY THE CONTRACTOR**  
4.1. The Consultancy warrants to the Employment Business that:  
4.1.1. by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party;  
4.1.2. the Consultancy Staff have the necessary skills and qualifications to provide the Consultancy Services;  
4.1.3. that the Consultancy and the Consultancy Staff providing the Consultancy Services have not opted out of the Conduct Regulations and that it will only supply Consultancy Staff to perform the Consultancy Services who have not opted out of the Conduct Regulations; and  
4.1.4. the Consultancy is not a 'managed service company' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that it is a personal service company which is compliant in all respects with IR35.  
4.2. The Consultancy shall procure that the Consultancy Staff, any sub-contractor or assignee providing the Consultancy Services warrant that they are not and do not operate as 'managed service companies' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that they are personal service companies which are compliant in all respects with IR35.

**5. CONSULTANCY'S OBLIGATIONS**  
5.1. The Consultancy agrees on its own part and on behalf of the Consultancy Staff if it accepts any Assignment offered by the Employment Business:  
5.1.1. to observe any relevant rules and regulations of the Client's establishment or the premises where the Consultancy Services are being performed to which attention has been drawn or which the Consultancy might reasonably be expected to ascertain; including but not limited to those relating to health and safety to the extent that they are reasonably applicable to the Consultancy and the Consultancy Staff;

5.1.2. to take all reasonable steps to safeguard its own safety, the safety of the Consultancy Staff and the safety of any other person who may be affected by the actions of the Consultancy Staff whilst on the Assignment;  
5.1.3. to comply with the Data Protection Act 1998 in respect of any personal data which the Consultancy is granted access to for the purpose of or by reason of the performance of the Consultancy Services;  
5.1.5. not at any time divulge to any person, nor use for its 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;  
5.1.6. not to engage in any conduct detrimental to the interests of the Employment Business and/or the Client which includes any conduct which could bring the Employment Business and/or the Client into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Client;  
5.1.7. not to sub-contract or assign to any third party any of the Consultancy Services which it is required to perform under any Assignment except in accordance with clause 3.5;  
5.1.8. to furnish the Client and/or the Employment Business with any progress reports as may be requested from time to time;  
5.1.9. to notify the Employment Business forthwith in writing if it should become insolvent, or if any of the arrangements set out in clauses 9.2.5 to 9.2.7 apply; and  
5.1.10. to comply with all the requirements of VAT legislation and the Companies Acts.  
5.2. If the Consultancy is unable for any reason to provide the Consultancy Services during the course of an Assignment, the Consultancy should inform the Employment Business as soon as possible, but in any event no later than 1 hour after the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Consultancy should alternatively inform the Client and then the Employment Business as soon as possible.  
5.3. If, either before or during the course of an Assignment, the Consultancy becomes aware of any reason why it or the Consultancy Staff supplied to perform the Contractor Services may not be suitable for an Assignment, the Consultancy shall notify the Employment Business without delay.  
5.4. The Consultancy acknowledges that any breach of its obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Consultancy.

### 6. OBLIGATIONS OF THE EMPLOYMENT BUSINESS

6.1. Throughout the term of this Agreement the Employment Business will pay the Consultancy the Consultancy Fees in accordance with clause 8.1 below in respect of the provision of the Contractor Services.  
6.2. At the same time as an Assignment is offered to the Consultancy the Employment Business shall provide the Consultancy with an Assignment Details Form setting out the following:  
6.2.1. the identity of the Client, and if applicable the nature of their business;  
6.2.2. the date the Assignment is to commence and the duration or likely duration of the Assignment;  
6.2.3. the Type of Work, location and hours during which the Consultancy would be required to provide the Consultancy Services;  
6.2.4. the Actual Rate of Pay and any expenses payable by or to the Consultancy;  
6.2.5. any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks;  
6.2.6. what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment;  
6.2.7. the intervals of payment; and  
6.2.8. any length of notice that the Consultancy would be entitled to give and receive to terminate the Assignment.  
6.3. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:  
6.3.1. the Consultancy is being offered an Assignment in the same position as one in which the Consultancy had previously been supplied within the previous 5 business days and such information has already been given to the Consultancy; or  
6.3.2. subject to clause 6.4, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Consultancy and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Client and the likely duration of the Assignment.  
6.4. Where the provisions of clause 6.3.2 are met but the Assignment extends beyond the intended 5 consecutive working day period, the Employment Business shall provide such information set out in clause 6.2 to the Consultancy in paper or electronic form within 8 days of the start of the Assignment.

# Terms & Conditions Limited Company Contractors/ Self Employed Consultancy (Outside IR35, No-opt out of 2003 Conduct Regulations)

## 7. TIMESHEETS AND INVOICING

7.1. At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than 1 week or is completed before the end of a week) the Consultancy shall deliver to the Employment Business the 'Employment Business' timesheet duly completed to indicate the number of hours worked by the Consultancy during the preceding week signed by an authorised representative of the Client. This timesheet must be accompanied by an invoice from the Consultancy for the amount due from the Employment Business to the Consultancy for the hours worked in that week. Such invoice should bear the Consultancy's name, the name of the Consultancy Staff who provided the Consultancy Services, the Consultancy's company registration number and VAT number, and should state any VAT due on the invoiced sum.

7.2. Subject to the Consultancy complying with the provisions of this clause 7 the Employment Business shall pay the Consultancy for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

7.3. In order to ensure prompt payment, such timesheet should be received by the Employment Business no later than 0900 on Monday following the week to which it relates. Where the Consultancy fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Consultancy Staff and the reasons, if any, that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Consultancy. The Employment Business shall make no payment to the Consultancy for hours not worked by the Consultancy Staff.

## 8. CONSULTANCY FEES

8.1. Subject to the receipt of the Consultancy's invoice in accordance with clause 7 above, the Employment Business will pay the Consultancy Fees within 28 days of receipt of the Consultancy's invoice. The Employment Business shall pay to the Consultancy the Consultancy fees for the Consultancy services performed during the Assignment. The Actual Rate of Pay shall be agreed prior to the commencement of the Assignment and will be on a per Assignment basis.

8.2. The Consultancy shall be responsible for the deduction of any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Consultancy Staff including any social fund contributions payable in any other Member State pursuant to a valid A1, E101 or E102 Certificate issued to any of the Consultancy Staff for any Assignment.

8.3. All payments due from the Employment Business will be made to the Consultancy and not to any third party or member of the Consultancy Staff, any sub-contractor or assignee.

8.4. The Employment Business shall not be obliged to pay the Consultancy for any periods during which the Consultancy Services are not provided, whether this is due to the Consultancy being unable to provide the Consultancy Services or where the Client does not require the Consultancy Services or otherwise in respect of holidays, illness or absence of the Consultancy Staff.

8.5. The Consultancy shall bear the cost of any training which the Consultancy Staff may require in order to perform the Consultancy Services.

## 9. TERMINATION

9.1. An Assignment may be terminated by either the Employment Business or the Consultancy by giving the other party in writing one week's notice the period of notice, unless otherwise stipulated in the relevant Assignment Details Form.

9.2. Notwithstanding clauses 9.1 and 9.3 of this Agreement, where required by the Client, the Employment Business may without notice and without liability instruct the Consultancy to cease work on an Assignment at any time, where:

9.2.1. the Consultancy has acted in breach of the rules and regulations applicable to third parties providing services to the Client or to the Client's own staff; or

9.2.2. the Consultancy has committed any serious or persistent breach of any of its obligations under this Agreement; or

9.2.3. the Client reasonably believes that the Consultancy has not observed any condition of confidentiality from time to time; or

9.2.4. the Client is dissatisfied with the Consultancy's provision of the Consultancy Services and has terminated the Assignment; or

9.2.5. either the Client or the Consultancy is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or

9.2.6. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client or the Consultancy; or

9.2.7. an order is made for the winding up of the Client or the Consultancy, or where the Client or the Consultancy passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or

9.2.8. the Consultancy or any member of the Consultancy Staff is suspected of any fraud, dishonesty or serious misconduct;

9.3. The Consultancy acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Consultancy.

9.4. Failure by the Consultancy to give notice of termination as required in the Assignment Details Form shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Consultancy for any resulting loss suffered by the Employment Business

## 10. INTELLECTUAL PROPERTY RIGHTS

The Consultancy acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Consultancy Services carried out by the Consultancy and the Consultancy Staff for the Client during the Assignment shall belong to the Client. Accordingly the Consultancy shall (and shall procure that any relevant member of the Consultancy Staff shall) execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

## 11. CONFIDENTIALITY

11.1. In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Consultancy agrees on its own part and on behalf of the Consultancy Staff as follows:

11.1.1. not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or the Employment Business with the exception of information already in the public domain;

11.1.2. to deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Consultancy Staff during the course of the Assignment; and

11.1.3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

## 12. COMPUTER EQUIPMENT WARRANTY

The Consultancy shall ensure that any computer equipment and associated software that it provides to the Consultancy Staff for the purpose of providing the Consultancy Services contains anti-virus protection with the latest released upgrade from time to time.

## 13. LIABILITY

13.1. The Consultancy shall:

13.1.1. be liable for any loss, damage or injury to any party resulting from the deliberate and/or negligent acts or omissions of the Consultancy or Consultancy Staff during an Assignment; and

13.1.2. ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Consultancy and the Consultancy Staff during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

13.1.3. be liable for any defects arising in relation to the Consultancy Services and shall rectify at its own cost such defects as may be capable of remedy within a reasonable period from notification of such defects by either the Employment Business or the Client.

## 14. INDEMNITY

The Consultancy shall indemnify and keep indemnified the Employment Business against any and all losses, costs, damages or expenses suffered or incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, Her Majesty's Revenue and Customs and any successor, equivalent or related body pursuant to any of the provisions of Chapter 9 and/or section 688A of the Income Tax (Earnings and Pensions) Act 2003 and/or any supporting or consequential secondary legislation relating thereto).

## 15. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to

that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

## 16. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

## 17. ACCEPTANCE

The Consultancy's commencement of the assignment and commencement of performance of the services referred to on the Assignment Details Form amounts to the Consultancy's acceptance of these Terms. Nevertheless, the Consultancy should sign and return a copy of these Terms to the Employment Business.

## 18. DISCLAIMER

The Employment Business makes no representation nor does it accept any responsibility for ensuring that the terms of this contract are an accurate reflection of the relationship between the Client and the Consultancy. Furthermore the Employment Business accepts no liability to indemnify the Consultancy for any losses, expenses or liabilities incurred by the Consultancy whether by reason of tax or other statutory or contractual liability to any third party arising from the Assignment.

## 19. LAW

These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

## AGREEMENT

I confirm that I have read, understood and agree to adhere to these Terms

Signature

Print Name

On Behalf of

Date

## Terms & Conditions Limited Company Contractors (Within IR35, No-opt out of 2003 Conduct Regulations)

### 1. DEFINITIONS

1.1. In this Agreement the following definitions apply:  
**"Assignment"** means the period during which the Contractor is supplied by the Employment Business to provide the Contractor Services to the Client;  
**"Client"** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Contractor is supplied or Introduced requiring the Contractor Services;  
**"Conduct Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003  
**"Confidential Information"** shall mean any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs (including but not limited to this Agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to, whether in writing, orally or by any other means, the Contractor or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;  
**"Contractor"** means the Limited Company engaged by the Employment Business to provide the services of the Personnel to the Client;  
**"Contractor Staff"** means such of the Contractor's employees, officers or representatives supplied to provide the Contractor Services;  
**"Engagement"** means the engagement, employment or use of the Contractor or the services of any Contractor Staff, directly by the Client or by any third party to whom the Contractor has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or through any other employment business or any other engagement, and "Engage", "Engages" and "Engaged" shall be construed accordingly;  
**"Employment Business"** means Locum Select Ltd of 3 & 5 Commercial Gate, Mansfield, NG18 1EJ  
**"Minimum Rate"** means the minimum rate of pay that the Employment Business reasonably expects to achieve, for all work performed by the Contractor;  
**"Period of Extended Hire"** means any additional period that the Client wishes the Contractor to be supplied for beyond the duration of the original assignment or series of assignments as an alternative to paying a Transfer Fee;  
**"Relevant Period"** means (a) the period of 8 weeks commencing on the day after the last day on which the Contractor worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Contractor worked for the Client having been supplied by Employment Business; or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;  
**"Transfer Fee"** means a fee payable by the Client to the Employment Business if the Client or any third party wishes to Engage the Contractor, as permitted by Regulation 10 of the Conduct Regulations; and  
1.2. Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.  
1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

### 2. THE CONTRACT

2.1. This Agreement constitutes the entire agreement between the Employment Business and the Contractor and governs all Assignments undertaken by the Contractor. However no contract shall exist between the Employment Business and the Contractor between Assignments. This Agreement shall prevail over any terms put forward by the Contractor.  
2.2. During an Assignment the Contractor will be engaged on a contract for services by the Employment Business on the terms set out in this Agreement. For the avoidance of doubt this Agreement shall not be construed as a contract of employment between any Contractor Staff or representative of the Contractor supplied to carry out the Assignment and either the Employment Business or the Client, and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.  
2.3. No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the Employment Business and the Contractor and set out in writing and a copy of the varied terms is given to the Contractor stating the date on or after which such varied terms shall apply.  
2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Contractor for Assignments with its Clients.

### 3. RELATIONSHIP BETWEEN THE EMPLOYMENT BUSINESS AND THE CONTRACTOR

3.1. The Employment Business will endeavour to obtain suitable Assignments for the Contractor to work in the field of Healthcare or other areas performing the agreed Type of

Work. The Contractor shall not be obliged to accept an Assignment offered by the Employment Business.

3.2. The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

3.2.1. suitability of the work to be offered shall be determined solely by the Employment Business;

3.2.2. the Employment Business shall incur no liability to the Contractor should it fail to offer opportunities to work to the Contractor.

3.3. The Contractor acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Contractor Staff (including the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Contractor Services are provided) shall fall upon and be discharged wholly and exclusively by the Contractor.

3.4. Nothing in this Agreement shall render any member of the Contractor Staff an employee of either the Employment Business or the Client. The Contractor shall ensure that none of the Contractor Staff holds themselves out as an employee of either the Employment Business or the Client. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the Contractor Staff are an employee/employees of the Employment Business or the Client, the Contractor shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business shall incur.

3.5. If before or during an Assignment or within the Relevant Period the Client wishes to Engage the Contractor, the Contractor acknowledges that the Employment Business will be entitled either to charge the Client a Transfer Fee or to agree to a Period of Extended Hire with the Client at the end of which the Contractor may be Engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a Transfer Fee to the Client if the Client introduces the Contractor to a third party who subsequently Engages the Contractor within the Relevant Period.

### 4. WARRANTIES PROVIDED BY THE CONTRACTOR

4.1. The Contractor warrants to the Employment Business that:

4.1.1. by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party;

4.1.2. the Contractor Staff have the necessary skills and qualifications to provide the Contractor Services;

4.1.3. that the Contractor and the Contractor Staff providing the Contractor Services have not opted out of the Conduct Regulations and that it will only supply Contractor Staff to perform the Contractor Services who have not opted out of the Conduct Regulations; and

4.1.4. the Contractor is not a 'managed service company' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that it is a personal service company which is compliant in all respects with IR35.

4.2. The Contractor shall procure that the Contractor Staff, any sub-contractor or assignee providing the Contractor Services warrant that they are not and do not operate as 'managed service companies' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that they are personal service companies which are compliant in all respects with IR35.

### 5. CONTRACTOR'S OBLIGATIONS

5.1. The Contractor agrees on its own part and on behalf of the Contractor Staff if it accepts any Assignment offered by the Employment Business:

5.1.1. to co-operate with the Client's reasonable instructions and accept the direction of any responsible person in the Client's organisation within the scope of the Assignment;

5.1.2. to observe any relevant rules and regulations of the Client's establishment or the premises where the Contractor Services are being performed to which attention has been drawn or which the Contractor might reasonably be expected to ascertain; including but not limited to those relating to health and safety to the extent that they are reasonably applicable to the Contractor and the Contractor Staff;

5.1.3. to take all reasonable steps to safeguard its own safety, the safety of the Contractor Staff and the safety of any other person who may be affected by the actions of the Contractor Staff whilst on the Assignment;

5.1.4. to comply with the Data Protection Act 1998 in respect of any personal data which the Contractor is granted access to for the purpose of or by reason of the performance of the Contractor Services;

5.1.5. not at any time divulge to any person, nor use for its 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;

5.1.6. not to engage in any conduct detrimental to the interests of the Employment Business and/or the Client which includes any conduct which could bring the Employment Business and/or the Client into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Client;

5.1.7. not to sub-contract or assign to any third party any of the Contractor Services which it is required to perform under any Assignment;

5.1.8. to furnish the Client and/or the Employment Business with any progress reports as may be requested from time to time;

5.1.9. to notify the Employment Business forthwith in writing if it should become insolvent, or if any of the arrangements set out in clauses 9.2.5 to 9.2.7 apply; and

5.1.10. to comply with all the requirements of VAT legislation and the Companies Acts.

5.2. If the Contractor Staff is unable for any reason to provide the Contractor Services during the course of an Assignment, the Contractor should inform the Employment Business as soon as possible, but in any event no later than 1 hour after the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Contractor should alternatively inform the Client and then the Employment Business as soon as possible.

5.3. If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why it or the Contractor Staff supplied to perform the Contractor Services may not be suitable for an Assignment, the Contractor shall notify the Employment Business without delay.

5.4. The Contractor acknowledges that any breach of its obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Contractor.

### 6. OBLIGATIONS OF THE EMPLOYMENT BUSINESS

6.1. Throughout the term of this Agreement the Employment Business will pay the Contractor the Contractor Fees in accordance with clause 8 below in respect of the provision of the Contractor Services.

6.2. At the same time as an Assignment is offered to the Contractor the Employment Business shall provide the Contractor with an Assignment Details Form setting out the following:

6.2.1. the identity of the Client, and if applicable the nature of their business;

6.2.2. the date the Assignment is to commence and the duration or likely duration of the Assignment;

6.2.3. the Type of Work, location and hours during which the Contractor would be required to provide the Contractor Services;

6.2.4. the Actual Rate of Pay and any expenses payable by or to the Contractor;

6.2.5. any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks;

6.2.6. what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment;

6.2.7. the intervals of payment; and

6.2.8. any length of notice that the Contractor would be entitled to give and receive to terminate the Assignment.

6.3. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:

6.3.1. the Contractor is being offered an Assignment in the same position as one in which the Contractor had previously been supplied within the previous 5 business days and such information has already been given to the Contractor; or

6.3.2. subject to clause 6.4, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Contractor and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Client and the likely duration of the Assignment.

6.4. Where the provisions of clause 6.3.2 are met but the Assignment extends beyond the intended 5 consecutive working day period, the Employment Business shall provide such information set out in clause 6.2 to the Contractor in paper or electronic form within 8 days of the start of the Assignment.

### 7. TIMESHEETS AND INVOICING

7.1. At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than 1 week or is completed before the end of a week) the Contractor shall deliver to the Employment Business the 'Employment Business' timesheet duly completed to indicate the number of hours worked by the Contractor during the preceding week signed by an authorised representative of the Client. This timesheet must be accompanied by an invoice from the Contractor for the amount due from the Employment Business to the Contractor for the hours worked in that week. Such invoice should bear the Contractor's name, the name of the Contractor Staff who provided the Contractor Services, the Contractor's company registration number and VAT number, and should state any VAT due on the invoiced sum.

7.2. Subject to the Contractor complying with the provisions of this clause 7 the Employment Business shall pay the Contractor for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

7.3. In order to ensure prompt payment, such timesheet should be received by the Employment Business no later

## Terms & Conditions Limited Company Contractors (Within IR35, No-opt out of 2003 Conduct Regulations)

than 0900 on Monday following the week to which it relates. Where the Contractor fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Contractor Staff and the reasons, if any, that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Contractor. The Employment Business shall make no payment to the Contractor for hours not worked by the Contractor Staff.

### 8. CONTRACTOR FEES

**8.1.** Subject to the receipt of the Contractor's invoice in accordance with clause 7 above, the Employment Business will pay the Contractor Fees within 28 days of receipt of the Contractor's invoice. The Employment Business shall pay to the Contractor the Actual Rate of Pay which shall be notified on a per Assignment basis.

**8.2.** The Contractor shall be responsible for the deduction of any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Contractor Staff including any social fund contributions payable in any other Member State pursuant to a valid A1, E101 or E102 Certificate issued to any of the Contractor Staff for any Assignment.

**8.3.** All payments due from the Employment Business will be made to the Contractor and not to any third party or member of the Contractor Staff, any sub-contractor or assignee.

**8.4.** The Employment Business shall not be obliged to pay the Contractor for any periods during which the Contractor Services are not provided, whether this is due to the Contractor being unable to provide the Contractor Services or where the Client does not require the Contractor Services or otherwise in respect of holidays, illness or absence of the Contractor Staff.

**8.5.** The Contractor shall bear the cost of any training which the Contractor Staff may require in order to perform the Contractor Services.

### 9. TERMINATION

**9.1.** An Assignment may be terminated by either the Employment Business or the Contractor by giving the other party in writing one week's notice the period of notice, unless otherwise stipulated in the relevant Assignment Details Form.

**9.2.** Notwithstanding clauses 9.1 and 9.3 of this Agreement, where required by the Client, the Employment Business may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:

**9.2.1.** the Contractor has acted in breach of the rules and regulations applicable to third parties providing services to the Client or to the Client's own staff; or

**9.2.2.** the Contractor has committed any serious or persistent breach of any of its obligations under this Agreement; or

**9.2.3.** the Client reasonably believes that the Contractor has not observed any condition of confidentiality from time to time; or

**9.2.4.** the Client is dissatisfied with the Contractor's provision of the Contractor Services and has terminated the Assignment; or

**9.2.5.** either the Client or the Contractor is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or

**9.2.6.** an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client or the Contractor; or

**9.2.7.** an order is made for the winding up of the Client or the Contractor, or where the Client or the Contractor passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or

**9.2.8.** the Contractor or any member of the Contractor Staff is suspected of any fraud, dishonesty or serious misconduct;

**9.3.** The Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.

**9.4.** Failure by the Contractor to give notice of termination as required in the Assignment Details Form shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Contractor for any resulting loss suffered by the Employment Business

### 10. INTELLECTUAL PROPERTY RIGHTS

The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Contractor Services carried out by the Contractor and the Contractor Staff for the Client during the Assignment shall belong to the Client. Accordingly the Contractor shall (and shall procure that any relevant member of the Contractor Staff shall) execute all such documents and do all such acts as the

Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

### 11. CONFIDENTIALITY

**11.1.** In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of the Contractor Staff as follows:

**11.1.1.** not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or the Employment Business with the exception of information already in the public domain;

**11.1.2.** to deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Contractor Staff during the course of the Assignment; and

**11.1.3.** not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

### 12. COMPUTER EQUIPMENT WARRANTY

The Contractor shall ensure that any computer equipment and associated software that it provides to the Contractor Staff for the purpose of providing the Contractor Services contains anti-virus protection with the latest released upgrade from time to time.

### 13. LIABILITY

**13.1.** The Contractor shall:

**13.1.1.** be liable for any loss, damage or injury to any party resulting from the deliberate and/or negligent acts or omissions of the Contractor or Contractor Staff during an Assignment; and

**13.1.2.** ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Contractor and the Contractor Staff during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

### 14. INDEMNITY

The Contractor shall indemnify and keep indemnified the Employment Business against any and all losses, costs, damages or expenses suffered or incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, Her Majesty's Revenue and Customs and any successor, equivalent or related body pursuant to any of the provisions of Chapter 9 and/or section 688A of the Income Tax (Earnings and Pensions) Act 2003 and/or any supporting or consequential secondary legislation relating thereto).

### 15. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

### 16. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

### 17. ACCEPTANCE

The contractor staff's commencement of the assignment and commencement of his/her performance of the services referred to on the Assignment Details Form amounts to the Contractor's acceptance of these Terms. Nevertheless, the Contractor should sign and return a copy of these Terms the Employment Business.

### 18. LAW

These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

### AGREEMENT

I confirm that I have read, understood and agree to adhere to these Terms

Signature

Print Name

On Behalf of

Date

# Terms & Conditions Temporary Worker Locums – PAYE

## 1. DEFINITIONS

1.1. In these Terms of Engagement the following definitions apply:

**“Actual Rate of Pay”** means the rate of pay which will be paid for each hour worked during an Assignment (to the nearest quarter hour) monthly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions, any other deductions which the Employment Business may be required by law to make and, any Agreed Deductions;

**“Agreed Deductions”** means any deductions the Temporary Worker has agreed can be made from their pay;

**“Assignment”** means the period during which the Temporary Worker is supplied by the Employment Business to provide services to the Client;

**“Assignment Details Form”** means written confirmation of the assignment details to be given to the Temporary Worker upon acceptance of the Assignment;

**“Client”** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Temporary Worker is supplied or introduced;

**“Conduct Regulations”** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

**“Confidential Information”** shall mean any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs (including but not limited to this Agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, the Temporary Worker or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;

**“Employment Business”** means Locum Select Ltd of 3 & 5 Commercial Gate, Mansfield, NG18 1EJ;

**“Engagement”** means the engagement, employment or use of the Temporary Worker by the Client or by any third party to whom the Temporary Worker has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; or through any other employment business; or through a limited company of which the Temporary Worker is an officer, employee or other representative; and “Engage”, “Engages”;

**“Hourly Rate”** means the minimum rate of pay that the Employment Business reasonably expects to achieve, for all hours worked by the Temporary Worker;

**“Leave Year”** means the period during which the Temporary Worker accrues and may take statutory leave commencing on the 1<sup>st</sup> of January and runs until the anniversary of that date;

**“Period of Extended Hire”** means any additional period that the Client wishes the Temporary Worker to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;

**“Relevant Period”** means (a) the period of 8 weeks commencing on the day after the last day on which the Temporary Worker worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Temporary Worker worked for the Client having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment

**“Temporary Worker”** means the individual supplied by the Employment Business to provide services to the Client;

**“Transfer Fee”** means the fee payable by the Client to the Employment Business if the Client wishes to Engage the Temporary Worker, as permitted by Regulation 10 of the Conduct Regulations;

**“Working Time Regulations”** means the Working Time Regulations 1998 (as amended);

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

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

## 2. THE CONTRACT

2.1. These Terms together with any applicable Assignment Details Form (“**Terms**”) constitute the entire agreement between the Employment Business and the Temporary Worker for the supply of services to the Client and they shall govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments. These Terms shall prevail over any other terms put forward by the Temporary Worker

2.2. During an Assignment the Temporary Worker will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Temporary Worker is not an employee of the Employment Business although the Employment Business is required to make statutory deductions from the Temporary Worker’s pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker, or the Temporary Worker and the Client. The Temporary Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Temporary Worker rights in addition to those provided by statute except where expressly stated.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Temporary Worker for Assignments with its Clients.

## 3. ASSIGNMENTS

3.1. The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker as in the field of Healthcare or other areas of employment as agreed between the Temporary worker and the Employment Business. The Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business.

3.2. 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:

3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and

3.2.2. the Employment Business shall incur no liability to the Temporary Worker should it fail to offer Assignments of the Type of Work or any other work.

3.3. At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall provide the Temporary Worker with an Assignment Details Form setting out the following:

3.3.1. the identity of the Client, and if applicable the nature of their business;

3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;

3.3.3. the Type of Work, location and hours during which the Temporary Worker would be required to work;

3.3.4. the Actual Rate of Pay that will be paid and any expenses payable by or to the Temporary Worker;

3.3.5. any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks;

3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment; and

3.3.7. the intervals of payment.

3.4. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:

3.4.1. the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker has previously been supplied within the previous 5 business days and such information has already been given to the Temporary Worker; or

3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Temporary Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Client and the likely duration of the Assignment.

3.5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive working day period, the Employment

Business shall provide such information set out in clause 3.3 to the Temporary Worker in paper or electronic form within 8 days of the start of the Assignment.

3.6. For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which the Temporary Worker commences the first Assignment.

3.7. If, before or during an Assignment or during the Relevant Period, the Client wishes to Engage the Temporary Worker directly or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a Transfer Fee or to agree a Period of Extended Hire with the Client at the end of which the Temporary Worker may be Engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a Transfer Fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently Engages the Temporary Worker within the Relevant Period.

3.8. In advance of the Assignment, the Temporary Worker shall provide the Employment Business with such information as is reasonably required for the Temporary Worker to undertake the Assignment. This includes: (a) suitable references; (b) evidence of the Temporary Worker’s right to work in the UK; (c) proof of identity and (d) copies of qualifications required.

3.9. The Temporary Worker agrees to be checked by the Criminal Records Bureau and shall provide the results to the Employment Business when required; and will provide documentation evidencing registration with the Independent Safeguarding Authority/ Vetting and Barring Scheme if required.

## 4. TEMPORARY WORKER'S OBLIGATIONS

4.1. The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if s/he does so, during every Assignment and afterwards where appropriate, s/he will:

4.1.1. co-operate with the Client’s reasonable instructions and accept the direction, supervision and control of any responsible person in the Client’s organisation;

4.1.2. observe any relevant rules and regulations of the Client’s establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;

4.1.3. take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;

4.1.4. not engage in any conduct detrimental to the interests of the Client;

4.1.5. not at any time divulge to any person, nor use for his or her 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;

4.1.6. on completion of the Assignment or at any time when requested by the Client or the Employment Business, return to the Client or where appropriate, to the Employment Business, any Client property or items provided to the Temporary Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.

4.2. If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 1 hour of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Temporary Worker should alternatively inform the Client and then the Employment Business as soon as possible.

4.3. If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.

4.4. The Temporary Worker acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Temporary Worker.

## 5. TIMESHEETS

5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1

# Terms & Conditions Temporary Worker Locums – PAYE

week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.

**5.2.** Subject to clause 5.3 the Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

**5.3.** Where the Temporary Worker fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

**5.4.** 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 s/he is carrying out 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.

## 6. REMUNERATION

**6.1.** The Employment Business shall pay to the Temporary Worker the Actual Rate of Pay which will be notified on a per Assignment basis.

**6.2.** Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 and 8 below and any other statutory entitlement, the Temporary Worker is not entitled to receive payment from the Employment Business or the Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

**6.3.** Where the Temporary Worker holds a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, the Temporary Worker must declare this to the Employment Business and produce the Certificate. In such cases the Employment Business shall not deduct Class 1 National Insurance Contributions from the Actual Rate of Pay but it shall be the responsibility of the Temporary Worker to pay such social fee contributions as may be applicable in the Member State concerned. In the event that the Temporary Worker fails to pay such contributions and the Employment Business is required to pay contributions either in the UK or the Member State concerned, the Temporary Worker undertakes to indemnify the Employment Business and the Employment Business shall be entitled to deduct the amount paid in contributions from any sums owed to the Temporary Worker.

## 7. STATUTORY LEAVE

**7.1.** The Temporary Worker is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave is 5.6 weeks.

**7.2.** If the statutory minimum entitlement is subsequently decreased or increased then the Temporary Worker's entitlement to paid annual leave under this clause will be automatically decreased or increased to the statutory minimum as it applies to any period in which work is carried out.

**7.3.** Entitlement to payment for leave accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the Leave Year.

**7.4.** 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. The Temporary Worker is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.

**7.5.** Where a Temporary Worker wishes to take paid leave during the course of an Assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may require the Temporary Worker to take paid annual leave at specific times or notify the Temporary Worker of periods when paid annual leave cannot be taken. Where the Temporary Worker has given notice of a request to take paid annual leave in accordance with this clause, the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take. In such circumstances the Employment

Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.

**7.6.** The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Temporary Worker has worked on Assignment. Payments for annual leave will be calculated on the basis of rates paid during the Client's normal working hours i.e. those which do not attract overtime rates of pay.

**7.7.** In the course of any Assignment during the first Leave Year, the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.

**7.8.** Where a Bank Holiday or other Public Holiday falls during an Assignment and the Temporary Worker does not work on that day, then subject to the worker having accrued entitlement to payment for leave in accordance with clause 7.3 the Temporary Worker may, upon giving the notice in clause 7.5, take a Bank Holiday or other Public Holiday as part of his/her paid annual leave entitlement.

**7.9.** Where this contract is terminated by either party, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 7.3 at the date of termination.

## 8. SICKNESS ABSENCE

**8.1.** The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

**8.2.** The Temporary Worker is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.

**8.3.** For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.

**8.4.** In the event that the Temporary Worker submits a Statement of Fitness for Work ("the Statement") or similar medical evidence, which indicates that the Temporary Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Temporary Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Client and the Temporary Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.

**8.5.** Where clause 8.4 applies, the Temporary Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Temporary Worker agreeing to a variation of the Terms or the assignment details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

## 9. TERMINATION

**9.1.** Any of the Employment Business, the Temporary Worker or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.

**9.2.** The Temporary Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Temporary Worker (save for payment for hours worked by the Temporary Worker up to the date of termination of the Assignment).

**9.3.** If the Temporary Worker does not inform the Client or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.2) this will be treated as termination of the Assignment by the Temporary Worker in accordance with clause 9.1, unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 4.2.

**9.4.** If the Temporary Worker is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause

9.1 if the work to which the Temporary Worker was assigned is no longer available.

**9.5.** If the Temporary Worker does not report to the Employment Business to notify his/her availability for work for a period of 3 weeks, the Employment Business will forward his/her P45 to his/her last known address.

## 10. INTELLECTUAL PROPERTY RIGHTS

The Temporary Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Client during the Assignment shall belong to the Client. Accordingly the Temporary Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

## 11. CONFIDENTIALITY

**11.1.** In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Temporary Worker agrees as follows:

**11.1.1.** not at any time, whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or the Employment Business with the exception of information already in the public domain;

**11.1.2.** to deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and

**11.1.3.** not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

## 12. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

## 13. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

## 14. LAW

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

## 15. ACCEPTANCE

The Temporary Worker's commencement of the Assignment and commencement of his/her Services amounts to the Temporary Worker's acceptance of these Terms. Nevertheless, the Temporary Worker should sign and return a copy of these Terms to the Employment Business.

## AGREEMENT

I confirm that I have read, understood and agree to adhere to these terms

Signature

Print Name

Date