

CONTRACT FOR SERVICES OF TEMPORARY WORKERS – TEAM24 LTD

1. DEFINITIONS

- 1.1 “Assignment” means the period during which the Temporary Worker is supplied to render services to the Client;
- “Client” means the person, firm or corporate body or unincorporated entity requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985;
- “Agent” means Team24 Ltd, 2nd Floor, Pathtrace House, 91 -93 High Street, Banstead, Surrey, SM7 2NL;
- “Temporary Worker” means the Locum Doctor/Nurse/ODP or other temporary worker who agrees to and is provided with a copy of this contract for services.
- 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 govern the basis on which the temporary worker supplies their services to the client and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Client and the Temporary Worker between Assignments.
- 2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Agent and the Temporary Worker nor between the Temporary Worker and the Client. The Temporary Worker is engaged as a self-employed worker, although the Agent may be required to make statutory deductions from their remuneration in accordance with clause 4.2.
- 2.3 No variation or alteration of these Terms shall be valid unless approved by a director of the Agent in writing.

3. ASSIGNMENTS

- 3.1 The Temporary Worker agrees to provide their services to the Client during the Assignment in accordance with this Agreement.
- 3.2 The Temporary Worker acknowledges that the Assignment has been arranged by the Agent.
- 3.3 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available. The Temporary Worker further agrees that suitability shall be determined solely by the Agent and that the Agent shall incur no liability to the Temporary Worker should it fail to offer opportunities to work.
- 3.4 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 the date on which the Temporary Worker commences the first Assignment.
- 3.5 The Temporary Worker shall not be obliged to accept any Assignment arranged by the Agent.
- 3.6 The Temporary Worker may not under any circumstances introduce any other person to supply services in place of the Temporary Worker.
- 3.7 If during the course of an Assignment or within certain periods after the end of an Assignment or after an introduction where no assignment took place the Client wishes to employ the Temporary Worker direct (or assist another body to employ the Temporary Worker direct), the Temporary Worker acknowledges that under certain circumstances the Agent will be entitled either to charge the Client an introduction fee or a period of extended hire.

4. REMUNERATION AND OBLIGATIONS

- 4.1 The Temporary Worker be supervised, directed and controlled by the Client during the Assignment.
- 4.2 The rate payable to the Temporary Worker by the Client shall be indicated as on the pay rate sheet as in force at the time of the Assignment. Although the Client shall be responsible for paying the Temporary Worker's remuneration and agreed expenses this, and accounting for PAYE and NI Contributions, shall be dealt with on behalf of the Client by the Agent.
- 4.3 The Temporary Worker shall during the Assignment:-
- Use all reasonable skill and care in the provision of their services
 - Co-operate with the Client's staff and accept the direction, supervision and instruction of any person in the Client's organisation to whom he is responsible
 - Conform to the Client's rules and regulations and normal hours and standards of work and practice
 - Take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions
 - Avoid conduct detrimental to the interests of the Client

5. STATUTORY LEAVE

- 5.1 For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998, the leave year commences on 1st October annually.
- 5.2 Under the Working Time Regulations 1998, the Temporary Worker is 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 Entitlement to payment for 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 the rate of one-twelfth of their total holiday entitlement in each month of their leave year. Where the Temporary Worker wishes to take any leave to which he is entitled, he should notify the Agent in writing of the dates of their intended absence. The Agent requires four weeks' written notice of intention to take holiday. This is to be sent to the holiday manager in the payroll department in the Banstead Head office.
- 5.5 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.
- 5.6 Temporary Workers who provide their services via an intermediary organisation or on a self-employed tax basis are not entitled to holiday pay.
- 5.7 No person shall be able to work for the Client whilst on annual leave.

6. SICKNESS ABSENCE

- 6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that he meets the relevant statutory criteria.

7. TIMESHEETS

- 7.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Agent a time sheet 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. Failure to submit a time sheet for hours worked may delay payment for those hours. Failure to co-operate in the Employment Business' timesheet process may constitute a breach of this contract for which damages might be claimed.
- 7.2 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 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.

8. CONDUCT OF ASSIGNMENTS

8.1 The Temporary Worker is not obliged to accept any Assignment offered but if he/she does so, during every Assignment and afterwards where appropriate, they will:-

- a) Co-operate with the Client and/or the Client's staff, accept reasonable instructions and accept the direction, supervision and control of any responsible person at the Client's organisation;
- b) Be present at such times as may be stipulated by the Client and unless arrangements have been made to the contrary, to conform to the normal hours of work agreed at the premises where the assignment is to be carried out;
- c) 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;
- d) Take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
- e) Not engage in any conduct detrimental to the interests of the Client;
- f) Not at any time divulge to any person, nor use for their own or any other person's benefit, any confidential information relating to the Client's or the Agent's employees, business affairs, transactions or finances;
- g) Act in a professional and courteous manner;
- h) be responsible for the provision of any necessary equipment.

8.2 If the Temporary Worker is unable to attend work during the course of an Assignment he should inform the Client and the Agent by no later than 7.30am on the first day of absence to enable alternative arrangements to be made.

9. TERMINATION OR COMMENCEMENT

9.1 Before commencing any assignment the Temporary Worker must provide the Client, via the Agent, with confirmation that he has not been convicted of or cautioned in relation to any criminal offence. In the event that the Temporary Worker is charged with or cautioned in relation to any criminal offence he must inform the Agent immediately and provide regular reports about the progress of proceedings.

9.2 The Temporary Worker will fully co-operate with the Agent in relation to any criminal record checks which the Client is required to carry out.

9.3 Before commencing any assignment the Temporary Worker must inform the Client, via the Agent, about any complaint made against him/her that is relevant to their professional competence, standing or conduct. In the event that the Temporary Worker becomes the subject of a complaint he/she must inform the Client, via the Agent, immediately and provide regular reports about the progress of proceedings.

9.4 The Agent will inform the Temporary Worker about any complaint made against him/her that is relevant to their professional competence or conduct.

9.5 Where the Temporary Worker wishes to raise any complaint about any matter, he/she should do so in accordance with the Agent's complaints procedure.

9.6 Unless otherwise agreed the Temporary Worker or the Client may, without prior notice or liability, terminate the Assignment at any time.

9.7 If the Temporary Worker does not inform the Client or the Agent should they be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Temporary Worker unless the Temporary Worker can show that exceptional circumstances prevented informing of the absence.

9.8 If the Temporary Worker is absent during the course of an Assignment and the contract has not been otherwise terminated the Client will be entitled to terminate the contract in accordance with clause 9.6 if the work to which the absent worker was assigned is no longer available.

10. SPECIAL PROVISIONS

10.1 The Temporary Worker must provide the Agent with all requested proof of qualifications, references, recent photographs (for identification purposes), access to health records and medical registrations as may be requested in order for the Agent to satisfy itself that the Temporary Worker is fit to be supplied to Clients. The Temporary Worker accepts that the Agent is or may be required to handle/process this (and other personal information as reasonably requested from time to time) and may need to share such information with its agents or third parties as part of performing its duties. The Temporary Worker recognises such obligations on the Agent and hereby consents to the handling, processing and divulging (whether in the UK, the European Union or elsewhere) of such information as may be necessary for the Agent (or its agents) to perform its duties.

10.2 In the situation where the Temporary Worker has professional qualifications and relies thereon for agency work, he must ensure full and current compliance with the appropriate professional requirements.

10.3 The Temporary Worker is strongly recommended to effect professional indemnity insurance cover.

10.4 The Temporary Worker should advise the Agent immediately if offered any employment or engagement by the Client or any third party to whom he is introduced by the Client and is also requested to provide details to the Agent of any remuneration offered.

10.5 The Temporary Worker is required to advise the Client, via the Agent, of any medical condition or any change in state of health that could impact upon the ability to carry out Assignments or their eligibility for Assignments.

10.6 The Temporary Worker must follow and co-operate fully with the formal induction procedure of the Client and undertake any training specified by the Client.

10.7 Throughout each Assignment, the Temporary Worker must comply with the Clients' policies and/or procedures.

10.8 The Temporary Worker recognises the Agent's obligations under The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the Regulations) and hereby agrees to disclosures of personal information about the Temporary Worker as required in order for the Agent to comply with the Regulations.

11. LAW

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales. 7927/1108

This Contract of Services is acknowledged and accepted. I further acknowledge that the Agent provides this Contract on behalf of the Client.

SIGNED BY TEMPORARY WORKER _____

PRINT NAME _____

DATE _____

CONTRACT OF SERVICES FOR TEMPORARY WORKERS

www.team24.co.uk

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