

TERMS OF ENGAGEMENT OF TEMPORARY WORKERS

With effect from 7 August 2023
(Contract for Services)

1. DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply:

“**Assignment**” means any activity in the United Kingdom for which a Client seeks your service through the Company which shall exclude any Direct Engagement placements;

“**AWR**” means the Agency Workers Regulations 2010;

“**Client**” means any person, firm, company or organisation requiring your services through the Company;

“**Clinicians**” shall include Doctors, Nurses and Allied Health Professionals;

“**Confirmation**” means the Assignment confirmation issued to you detailing the Rate and further details of the Assignment such as a start date and location;

“**Company**” means Medacs Healthcare Limited with a registered office at 33 Soho Square, London W1C 3QU, registered number 2518546 and who is acting as an Employment Business as defined by the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

“**Direct Engagement**” means any placement where you are engaged directly by the Client (or any other third party) and are issued terms of engagement by the Client (or any other third party);

“**Qualifying Period**” means twelve (12) continuous calendar weeks during the whole or part of which you are supplied by one or more temporary work agencies to the relevant Client in the same role, and as further defined in Regulation 7 of AWR;

“**Rate**” means your hourly rate of pay by the Company in respect of an Assignment, which shall be at least the National Minimum Wage and will be specified in the Confirmation;

“**Terms / Terms of Engagement**” – means these terms and conditions;

“**WTR**” means the Working Time Regulations 1998.

1.2 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. CONTRACT

2.1 These Terms which include a statement of your terms of engagement as required by section 1 of the Employment Rights Act 1996, form a contract for services and they govern all Assignments undertaken by you (including for the avoidance of doubt where you undertake an Assignment without having signed these Terms). The Terms set out the entire agreement between you and the Company (with the exception of the details contained in the Confirmation). These Terms do not cover the period of any Direct Engagements and no contractual relationship shall exist between you and the Company whilst you are Directly Engaged.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between you and the Company. You are engaged as a self-employed worker, although the Company is required to make statutory deductions from your remuneration in accordance with **Condition 7.1**.

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

2.4 Your engagement with the Company commences on the earlier of the date you sign your Registration Form which incorporates these Terms or the date on which you commence your first Assignment.

2.5 No probationary period applies to your engagement by the Company.

3. ASSIGNMENTS

3.1 The Company will endeavour to find suitable Assignments for you with Clients in accordance with and subject to these Terms. You are not obliged to accept any Assignment offered to you by the Company. The Company shall have no obligation to provide any minimum period or number of Assignments.

3.2 You acknowledge that the nature of temporary work means that there may be periods when no suitable work is available and agree:

(a) that the suitability of work to be offered shall be determined solely by the Company;

(b) that the Company shall incur no liability to you should it fail to offer opportunities to work in the above category or in any other category; and

(c) that no contract shall exist between you and the Company during periods when you are not working on an Assignment or during any period where you are on a Direct Engagement placement.

3.3 At the same time as an Assignment is offered to you the Company shall issue an Assignment Confirmation. Such Confirmation shall include:

(a) the identity of the Client, and if applicable the nature of their business;

(b) the date the work is to commence and the duration or likely duration of the work;

(c) the type of work, location and the days and hours during which you would be required to work;

(d) the Rate that will be paid and any expenses payable by or to you; and

- (e) any risks to health and safety known to the Client and the steps the Client has taken to prevent or control such risks.
- 3.4 In addition the Company shall inform you 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. No training will be provided to you by the Company for an Assignment. It shall be entirely within the discretion of the Company to determine whether you are suitable for any particular Assignment and whether you are more suitable than any other worker with whom the Company has an agreement. The Company shall also be entitled to review the Client's requirements and your suitability (as against the requirements of any Assignment and as against other workers) from time to time before and during an Assignment.
- 3.5 Where the Confirmation is not given in paper form or by electronic means it shall be confirmed verbally, save where you are being offered an Assignment in the same position as one in which you had previously been supplied within the previous five (5) business days and such information has already been given to you.

4. **AWR**

- 4.1 If you accept any Assignment offered by the Company, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and any time at the Company' request, you undertake to:
 - (a) inform the Company of any weeks prior to the date of the relevant Assignment in which you have worked in the same or similar role with the relevant Client via any third party and which you believe count or may count toward the Qualifying Period:
 - (b) provide the Company with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Company; and
 - (c) inform the Company if you have prior to the date of the commencement of the relevant Assignment and/or during the relevant Assignment:
 - (i) completed two (2) or more Assignments with the Client;
 - (ii) completed at least one (1) Assignment with the Client and one (1) or more earlier Assignments with any member of the Client's group; and/or
 - (iii) worked in more than two (2) roles during an Assignment with the Client and on at least two (2) occasions worked in a role that was not the same role as the previous role.

In order that we can ensure you receive your AWR rights you should tell us about any periods where you have been engaged by a Client through any other temporary employment business. If you fail to provide us with this information, it may impact or delay the application of your AWR rights.

- 4.2 If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and you are entitled to any terms and conditions relating to pay, bonus, holiday, duration of working time, night work, rest periods and/or rest breaks under Regulation 6 of AWR any such terms and conditions will be set out in the Assignment Confirmation or any variation to the same. You shall comply with the requirements of the Company and/or the Client relating to the assessment of your performance for the purpose of determining whether or not you are entitled to bonus and the amount of such bonus.
- 4.3 From Day 1 of your Assignment to a Client you are entitled to access any collective facilities and amenities, such as a canteen and car parking, at the Client's premises (subject to any criteria the Client imposes on its own employees). You are also entitled to information regarding any relevant vacant posts with the Client although this does not mean you have any right to be appointed to a permanent job by the Client.
- 4.4 If you consider that you have not or may not have received equal treatment under AWR you will raise this in writing with the Company setting out as fully as possible the basis of the concern.

5. **TERMINATION**

- 5.1 The Company or the Client may terminate your Assignment and/or these Terms at any time for any reason without prior notice or liability.
- 5.2 You may terminate an Assignment and/or these Terms at any time without prior notice or liability save where a notice period has been agreed for the Assignment.
- 5.3 If you do not inform the Client or the Company, you are unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by you in accordance with **Condition 5.2** unless you can show that exceptional circumstances prevented you from complying with **Condition 8.1**.
- 5.4 If you fail to contact the Company for any continuous period of three (3) weeks following the end of the last Assignment the Company shall be entitled to choose to treat this as notice by you to terminate these Terms. If you have not been on an Assignment in the preceding thirteen (13) weeks, the parties agree that the Company shall be entitled to terminate these Terms and issue a P45 to the last known address.

6. **TIMESHEETS**

- 6.1 You are requested to deliver a timesheet signed by an authorised representative of the Client to the Company to confirm the hours worked by you by the Monday of the week immediately following the week when the time is worked. If you do not do so then the Company shall, in a timely fashion, conduct further investigations into the hours claimed by you with the Client and the reasons that the Client has refused to sign a time sheet in respect of those hours.
- 6.2 The Company shall pay you for all hours authorised as soon as reasonably practicable regardless of whether the Company has received payment from the Client for those hours. The Company shall make no payment to you for hours not worked.
- 6.3 For the avoidance of doubt and for the purposes of WTR, your working time shall only consist of those periods during which

you are 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 rests breaks shall not count as part of your working time for these purposes.

6.4 You acknowledge and accept that it could be a criminal offence under the Fraud Act 2006 to falsify any time sheet, for example, by claiming payment for hours that were not actually worked.

7. **REMUNERATION AND HOURS**

7.1 The Company shall explain the Rate to you at the start of any particular Assignment. You shall be paid weekly in arrears at the Rate for hours worked during an Assignment subject to deductions in respect of PAYE pursuant to Section 44-47 of the Income Tax (Earnings and Pensions) Act 2003 (or as amended or superseded) and Class 1 National Insurance Contributions and any other deductions which the Company may be required by law to make.

7.2 The Company operate a pension scheme with NOW pensions for its workers. You may be entitled to become a member of the scheme. Depending on your circumstances, enrolment as a member will be automatic. For avoidance of doubt this does not mean that you become an employee or are being treated as an employee of the Company.

7.3 Subject to any statutory entitlement under the relevant legislation, you are not entitled to receive any payment from the Company or Client for any hours not worked or for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

7.4 Unless specifically agreed in writing with the Company in advance of an Assignment, neither the Company nor the Client shall be responsible for:

- (a) any arrangements for or costs of travel or accommodation for you in connection with an Assignment; or
- (b) the reimbursement of expenses incurred by you in connection with an Assignment; or
- (c) loss of opportunity, business, pay, emoluments or bonuses.

7.5 Where the Company makes any form of overpayment to you, you consent to the Company deducting from any monies owed to you such a sum of money as to repay the overpayment in full.

7.6 Depending on the amount of time worked on an Assignment on any day, you may be entitled to a rest break from work. The Client and not the Company will be in control of working arrangements for an Assignment. The Company therefore expects the Client to provide appropriate rest breaks. If you consider that proper rest breaks are not being provided, you should raise the matter with the Company promptly.

7.7 Sometimes you may be classed as a night worker. If you are in any doubt as to your status, you should ask your contact at the Company. If you are a night worker, you should fill out a health screening questionnaire. You can get a copy of it from your Company contact. If your health changes after you have filled out a questionnaire, you should ask for and fill out a further questionnaire.

7.8 If for any reason the Client changes your working hours (whether by duration or timing) or the nature of your duties, you must inform the Company immediately.

8. **HOLIDAY**

8.1 Under the WTR you are entitled to twenty eight (28) days' (including bank holidays) paid leave per leave year. Your annual leave year will be the twelve (12) month period starting with your first day of work or in subsequent years, with the anniversary of that first day of work. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried over to the next year unless you have been prevented from taking it in the relevant leave year by a period of sickness absence, in which case carry over is limited to four (4) weeks' holiday per year less any leave taken during the leave year that has just ended. Any holiday which is not taken during the relevant leave year will be lost. Any such carried over holiday which is untaken within eighteen (18) months of the end of the relevant holiday year will be lost.

8.2 Where you wish to take paid leave during the course of an Assignment you should notify the Company of the dates of your intended absence giving notice of at least twice the length of the period of leave that you wish to take. In certain circumstances the Company may give counter-notice to you to postpone or reduce the amount of leave that you wish to take and in such circumstances the Company will inform you in writing giving at least the same length of notice as the period of leave that has been requested.

8.3 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by you on Assignment during the leave year. The amount of payment which you 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 you have worked on Assignment. Payments for annual leave will be calculated on the basis of the rates paid during the Client's normal working hours, i.e. those which do not attract overtime rates of pay.

8.4 You shall not be entitled to a payment in lieu of any untaken leave except on the termination of these Terms. The amount of such payment in lieu shall be one (1) hour's pay for each accrued but untaken whole hour of holiday entitlement.

8.5 If, on the termination of these Terms, you have taken more holiday than your accrued entitlement, the Company shall be entitled to deduct the excess holiday pay calculated on the basis set out in this **Condition 8.5** from any payments due to you.

8.6 None of the provisions of this clause regarding statutory entitlement to paid leave shall affect your status as a self-employed worker.

9. **CONDUCT AND PROFESSIONAL REQUIREMENTS**

9.1 If you are unable for any reason to attend work during the course of an Assignment, you should inform the Client and/or the Company within one (1) hour of the commencement of the Assignment or shift.

9.2 While engaged on any Assignment, you must:

- (a) co-operate with the Company in the completion and renewal of all mandatory checks, including in relation to your right to work in the UK;
- (b) co-operate with the Client and its employees and other workers and accept the direction, supervision and instruction of any responsible person in the Client's organisation;
- (c) observe any rules and regulations of the Client's workplace to which your attention has been drawn or which you might reasonably be expected to ascertain or should reasonably be aware;
- (d) conform to the normal hours of work for the Client's workplace (unless arrangements have been made in advance to the contrary with both the Company and the Client);
- (e) take all reasonable steps while working for the Client to safeguard your own safety and the safety of any others who may be present or affected by your actions during the Assignment and comply with the Health and Safety policy of the Client;
- (f) not engage in any conduct detrimental to the interests of the Client or Company;
- (g) not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Company's or the Client's staff; and
- (h) on completion of the Assignment or at any time when requested by the Client or the Company, return to the Client or where appropriate, to the Company, any Client property or items provided to you in connection with or for the purposes of the Assignment, including but not limited to, any equipment, materials, documents, swipe cards or ID cards, uniforms, clothing or personal protective equipment.

9.3 During any Assignment, you shall be under the direction and control of the Client from the time you report at the start of any Assignment until its conclusion. You understand in accepting an Assignment under these Terms, that the Company will provide pay in accordance with the Terms but that the Company has no obligation to provide any other benefit nor does it have any obligation to provide insurance in respect of the Assignment nor any workplace supervision in connection with it. You will indemnify the Company and keep it indemnified against the costs and financial consequences of and occasioned by any and all claims against the Company arising out of any act or omission by you in connection with an Assignment.

9.4 The Company will check that you have a current registration with your professional body when you first seek work through the Company. You must maintain full registration with your professional body at all times when you are engaged on an Assignment. Where you are acting as an approved Clinician under section 12(2) of the Mental Health Act 1983 you will undertake that you will ensure you are registered and will maintain your registration at all times whilst undertaking Assignments which require you to be an approved Clinician. You agree and accept that it is a condition of these Terms that in accepting any Assignment you are appropriately registered in respect of your duties and you agree to indemnify the Company against the costs and financial consequences of and occasioned by any and all claims against the Company which arise out of or as a consequence of any act, error or omission by you in connection with your professional registration. You must notify the Company immediately if there is a change to the status of your registration with your professional body.

9.5 You must register and remain registered with the Disclosure and Barring Service in England and Wales and/or the Protection of Vulnerable Groups Scheme in Scotland (as applicable) whilst carrying out Assignments for the Company. Your registration enables the Company to check the required information relating to you and its relevance to any Assignment. You shall not undertake any Assignments through the Company if you are barred from either scheme. You must inform the Company immediately if you are barred from either scheme. The Company will not provide Assignments to anyone who is barred from either scheme and will remove any worker who becomes barred, from any Assignment at any time without notice.

9.6 If, either before or during the course of an Assignment, you become aware of any reason why you may not be suitable for an Assignment including but not limited to criminal conviction status, you shall notify the Company without delay providing full details.

9.7 The Client will, in relation to you, comply with any statutes, bye-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own employees including in particular the provision of adequate Employer's and Public Liability insurance cover.

9.8 You shall at your own expense obtain appropriate Professional Indemnity Insurance in respect of the work you are undertaking on any Assignment. You shall provide a copy of your Professional Indemnity Insurance to the Company upon each renewal. You agree and accept that it is a condition of these Terms that in supplying this information you are confirming that you have adequate insurance in respect of your duties and you agree to indemnify the Company against the costs and financial consequences of and occasioned by any and all claims against the Company which arise out of or as a consequence of any act, error or omission by you in connection with these Terms or an Assignment. You undertake to inform the Company if there are changes to your Professional Indemnity Insurance, howsoever arising, including but not limited to restriction or cancellation or non-renewal.

9.9 Where any services that you provide to a Client are delivered from any location other than the Client's premises, it is your responsibility to record contemporaneous notes of any treatment given or advised to be given, to store such notes securely and confidentially and to protect them against accidental loss. In relation to the creation and storage of such notes, you agree to comply with all applicable laws and NHS guidance in force from time to time and to indemnify the Company and the Client for any breach of this **Condition 9.9**.

10. EQUIPMENT

10.1 You shall not use any motor vehicle or any mechanised equipment in connection with any Assignment unless proper insurance cover is in force for such use. You shall indemnify and keep indemnified the Company against loss or liability incurred directly or indirectly by the Company arising out of any such use.

10.2 You shall provide all tools and equipment necessary for the Assignment. If, as a matter of convenience, you are provided with

any tools or equipment by the Company or a Client for the purposes of an Assignment, you shall be responsible for the security and condition of such tools or equipment. If and to the extent that any tools or equipment are damaged or lost while in your care, you will be responsible for the cost of any necessary repairs or replacement. You will pay to the Company the cost of repair or replacement where the tools and/or equipment belong to the Company and you will pay to the Company an amount equivalent to any charge made to the Company by the Client on account of such loss or damage where the tools and/or equipment belong to the Client. The Company may, acting reasonably and after reasonable notice to you, obtain part or all of such payment by making deductions from pay due to you under the Terms.

11. CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY

11.1 In order to protect the confidentiality and trade secrets of any Client and the Company and without prejudice to every other duty to keep secret all information given to you or gained in confidence you agrees as follows:

- (a) not at any time, whether during or after an Assignment (unless expressly authorised to by the Client or the Company as a necessary part of the performance of its duties) to disclose to any person or to make any use of any of the trade secrets or the Confidential Information of the Client or the Company with the exception of information already in the public domain;
- (b) to deliver up to the Client or the Company (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 you during the course of the Assignment; and
- (c) 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 Company as appropriate.

11.2 You agree that whilst on Assignment to a Client, any right, title and interest in any idea, concept, technique, invention, design or computer programs and the like (“**Intellectual Property Rights**”) you develop or acquire belong solely to the Client. You further agree that you will do all that is necessary to vest the Intellectual Property Rights in the Client at their request.

12. DATA PROTECTION

12.1 By signing these Terms you acknowledge that:

- (a) the Company and the Client may collect, hold and process personal data relating to you under the rules of the Data Protection Act 2018, as may be amended from time to time;
- (b) you have read a copy of the Company’s Privacy Notice (which is available on the front page of the Company’ website) and received a copy of the Company’s Future Contact Preferences Form, which you may complete at your discretion;
- (c) personal data may be forwarded to other persons (as strictly necessary) for the purpose of conducting checks and referencing, to find you suitable Assignments and for any other lawful purpose in accordance with the Privacy Notice; and
- (d) the Company will share certain personal data with its external auditors to fulfil the Company’s audit obligations Company’s Privacy Notice (which is available on the front page of the Company’ website).

13. WARRANTIES

13.1 You warrant that:

- (a) the information supplied to the Company in any application documents is correct;
- (b) you have the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or by any professional body for you to possess in order to perform the Assignment;
- (c) you are not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling your obligations under these Terms; and
- (d) you have a valid and subsisting leave to enter and remain in the United Kingdom for the duration of any Assignment and are not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the Assignment.

14. GENERAL

14.1 Other than associated companies of the Company who will have the benefit of and may enforce the Terms, the parties do not intend any of the Terms to be enforceable by any other party pursuant to the Contracts (Rights of Third Parties) Act 1999.

14.2 The Company operates an equal opportunities policy governing its dealings with workers. Copies of the policy are available from the Company’s registered office on written request.

14.3 The Company takes a zero tolerance approach to tax evasion. You must not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country. You must immediately report to the Company any request or demand from a third party to facilitate the evasion of tax, or any concerns that such a request or demand may have been made.

14.4 These Terms shall be subject to and interpreted in accordance with English law and the Company and you submit to the exclusive jurisdiction of the Courts of England.

EXAMPLE OF AN ASSIGNMENT SCHEDULE

Assignments shall be confirmed separately and shall substantially contain the information as set forth below but may be in a different format.

Client:

Role:

Location:

TOTAL HOURLY PAY: £ per (specify period)

Start Date of Assignment:

Expected End Date of Assignment (if known):

Normal Working Days/Hours of Work:

Temporary Worker Notice Period (specify if varying clause **5.2**):

Training: Various on the job training and/or courses may be provided by the Client from time to time.

Collective Agreements: **Applicable** **Not Applicable**

If Applicable: This Assignment is governed by the collective agreement between the Employment Business and [name of trade union]

Any other relevant info:

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