

Induction Handbook & Terms of Engagement

Working with ID Medical Group,
TLC or Group 24



Contents

Introduction	5
1. Registration – Our Obligations.....	6
1.1 Becoming a Contractor	6
1.2 Framework Agreements	6
1.3 Essential checks	7
1.3.1 Registration Protocols.....	7
1.4 Data Protection Act 2018 (GDPR).....	8
1.4.1 Data Protection Consent.....	8
1.5 Employment Checks.....	9
1.5.1 Identity	9
1.5.2 Right to work	9
1.5.3 Professional Registration & Qualifications.....	10
1.5.4 Employment History & Reference	10
1.5.5 Criminal Records Check.....	11
1.5.5.1 Overseas Police Checks	12
1.5.6 Work Health Assessments	13
2. Working and Getting Paid	14
2.1 IR35/Off Payroll Working in the Public Sector	14
2.2 Payment Process.....	15
2.3 Timesheet Policy for Hours Worked and Expenses.....	15
Expenses Procedure	18
2.4 Self-billing (For PSC and Self-Employed Contractors only)	18
2.5 Holiday	19
2.6 Agency Worker Regulations 2010 (AWR).....	19
2.7 Pensions (for PAYE Contractors only).....	20
2.8 Payroll Enquiries	20
2.9 Conduct Regulations	21
3. Your Obligations	22
3.1 Start of Assignment	22
3.2 Competence	22
3.3 Identity, Badges and Uniform.....	23

3.4 Personal Mobile Phone Usage	25
3.5 Security Checks.....	25
3.6 Punctuality.....	25
3.7 Roles & Responsibilities During Assignments.....	26
3.8 Record Keeping.....	26
3.9 What Should I Do If I Need to Cancel My Booking?	27
3.9.1 Failing to attend a Booked Shift.....	27
3.10 Self-booking	28
3.11 Complaints, Concerns and Probity	28
3.12 Revalidation	29
3.12.1 Doctors	29
3.12.2 Nursing.....	30
3.13 Professional Indemnity Insurance	30
3.14 Intellectual Property Rights.....	30
3.15 Confidentiality.....	31
3.16 Hirer Property.....	32
3.17 Transfer Fees on Direct Engagement	33
3.18 Professional Conduct.....	34
4. Mandatory Training & CPD (Continuing Professional Development)	35
4.1 The Caldicott Principles.....	37
4.2 Clinical Governance.....	37
4.3 Data Protection	38
4.4 Working Time Regulations 1998 (WTR).....	38
4.5 Lone Worker Training	39
4.6 COSHH.....	39
4.7 RIDDOR - Reporting Of Injuries, Disease & Dangerous Occurrences Regulations 1995	40
4.8 Equality, Diversity and Inclusion	40
4.9 Fire Procedures & Safety Regulations.....	40
4.10 Handling of Violence & Aggression	41
4.11 Complaints Handling.....	41
4.12 Health & Safety	42
4.13 Infection Control	42

4.14 Information Governance.....	43
4.15 Ionising Radiation	43
4.16 Manual Handling.....	44
4.17 Basic Life Support/Advanced Life Support.....	45
5. Professional Code of Conduct	45
5.1 General.....	45
5.2 Risk Incident Reporting	45
5.3 Safeguarding Children and Young People: Roles and Competences for Health Care Staff.....	46
5.4 The Duty of Candour Act 2014.....	47
5.5 Fraud Awareness.....	47
5.6 Whistleblowing.....	48
5.7 National Early Warning Score (NEWS)	48
5.8 Patient Safety Alerts.....	49
6. Occupational Health	49
6.1 Needle-stick Injuries.....	49
6.2 Healthcare Associated Infections.....	49
6.3 Pregnancy (PAYE Contractors only)	49
6.4 Pregnancy.....	49
6.5 Changes to your Health	50
7. References	50
Terms of Engagement: PAYE.....	52

Introduction

All ID Medical Group related companies (“ID Medical”), including ID Medical Group Ltd, Recruitment Express Ltd (trading as The Locum Consultancy) and Group 24 Ltd (trading as Locum 24/Nursing 24 & AHP 24) are each separate legal entities but are related through common ownership. Each specialises in temporary recruitment.

ID Medical Group has developed an enviable reputation as a reliable, professional and results driven consultancy, supplying medical professionals to a variety of Hirers across the UK.

ID Medical Group is committed to providing a fully consultative, premier level recruitment solution to both our Hirers and Contractors alike. Following our philosophy of continuous improvement, we constantly look at ways in which we can improve our service delivery. This approach builds our reputation as a provider of excellent quality contractors for which we have become known.

ID Medical Group is acknowledged for providing that personal touch. As an ID Medical Group Contractor you are not just a number on a database, but a partner in our business. It is this approach that has allowed us to build countless long-term relationships with so many of our Contractors.

Contact Details

ID Medical Group

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Nurses:
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Unit 7, Mill Square
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Office Opening Times

Monday	08:30 – 19:30
Tuesday-Thursday	08:30 – 21:30
Friday	08:30 – 19:30
Saturday & Sunday	10:00 – 16:00
Bank Holidays	08:30 – 18:00

On Call Service

ID Medical Group provides a 24/7 service. You can call us at any time by phone – 24 hours a day, 7 days a week; 365 days a year.

1. Registration – Our Obligations

1.1 Becoming a Contractor

ID Medical Group is committed to quality and adheres to the current Framework Agreements (see 1.3) and to the requirements of NHS Employers. We follow the six standards of NHS Employers and these are available to view online (see 1.4). We will guide you on the information we require from you to ensure that your compliance levels are met and maintained, creating for you the best opportunities for short or long term temporary assignments and/or permanent.

References to “Contractor” in this Handbook include those working through ID Medical Group as temporary/permanent workers and locums, whether directly with ID Medical Group (self-employed or PAYE basis) or through an Umbrella company or personal service/limited company (PSC).

Unless you are engaged through an Umbrella company, please refer to the standard ID Medical Group Terms of Engagement applicable to you: PSC, self-employed or PAYE. These can be found at the back of this Handbook.

1.2 Framework Agreements

ID Medical Group is a multi-framework agency. These include but are not limited to:

- NHS Workforce Alliance
- HTE (Health Trust Europe)
- Skills for Health
- NP500 – NHS National Service Scotland HSCNI – Health & Social Care Northern Ireland

Where assignments are offered under these Framework agreements it is expected that:

- All Contractors will meet NHS employment check standards and NHS Hirers are able to apply further checks locally, if required. The verification standards in the agreement also provide assurance that satisfies the NHS Litigation Authority
- There are “ceiling” rates from suppliers for all grades and specialties, plus the ability to hold further competitions to improve rates through volume linked discounts and local negotiations
- There is a system for continuously reviewing supplier performance regarding operational requirements, rates charged, financial stability and adherence to regulatory checks
- As a Framework agency, rates are dictated by NHS Improvement under Price Caps for Agency Workers

1.3 Essential checks

The NHS Employment Check standards apply to all applications for NHS positions. Hirers appointing agency staff, Contractors or other external bodies to provide NHS services need to ensure that their providers (us) are also in compliance with these standards.

We must provide evidence of compliance to these standards as part of the annual audit checks of agencies, to assure compliance with the standards in relation to our Contractors. Failure to comply could potentially put the safety, and even the lives, of patients, staff and public at risk.

We also offer a commitment to the Framework and our Hirers that we will monitor and assist where possible to maintain your compliance level and support you in fulfilling your obligations to us and our Hirers within the frameworks and agreed code of practice that your governing body and any other authority requires of you.

1.3.1 Registration Protocols

ID Medical Group undertakes strict registration protocols and you will be required to:

- Complete and sign the ID Medical Group Application Form
- Undertake a face to face interview
- Provide a CV including full employment history with an explanation for any gaps
- Provide evidence of registration to a regulatory body (NMC, GMC, HCPC, GPhC etc.)
- Undertake a DBS check or provide details of a recent check and evidence that you are part of the update scheme
- Provide a Valid Passport
- Provide right to work in the UK Documentation
- Provide evidence of your primary Qualification
- Provide evidence of any Indemnity Insurance you may hold as a Contractor
- Provide evidence of Immunisations

1.4 Data Protection Act 2018 (GDPR)

Please note that the list at 1.3.1 is not exhaustive and there may be other requirements depending on the assignment. We must see the original documents, and we are obliged to document and retain copies as evidence of this for audit purposes. ID Medical Group will scan all documents provided and will store these securely onto your electronic file. All information stored is done so in line with the Data Protection Act 2018 and access to these files is limited accordingly.

Should you wish to know more about the process we follow, you can do so on the link below:

<https://nhsemployers.org/topics-0/employment-standards-and-regulation>

You may not commence an assignment through ID Medical Group until you have provided such evidence and verification of experience, training, qualifications and authorisations as may be required by law or by any professional body to work in the position which ID Medical Group's Hirer seeks to fill, including but not limited to the NHS Employment Check Standards.

1.4.1 Data Protection Consent

By Signing the Declaration in the ID Medical Group Application Form, you consent to the processing and disclosure to Hirers by ID Medical Group of personal data relating to you for work-finding, legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined by the Data Protection Act 2018 (GDPR) (as amended)). You will also consent to ID Medical Group making your personal data available to potential or future employers, Hirers, associated companies, those who provide products of services to ID Medical Group (such as advisers and payroll administrators), regulatory authorities, governmental or quasi-governmental organisations, potential purchasers of ID Medical Group and to any authority (including any person, firm or organisation duly authorised by an Authority to collect and process such data) for the purpose of any audit undertaken pursuant to the NHS National Framework Agreements or as may otherwise be required by the Authority. You also consent to ID Medical Group transferring your data to business contacts outside the European Economic Area.

You further authorise ID Medical Group to obtain references for you from any third party, or information and evidence of your experience, training, qualifications and authorisations in order to establish your suitability for a role.

Please refer to our Privacy Notice on our website for full information regarding the way ID Medical Group processes, stores, shares and protects your data and the reasons for doing so.

It is your responsibility to ensure that you read the declaration in the application form prior to signing.

1.5 Employment Checks

ID Medical Group's employment checks are carried out in line with all current Framework agreements and NHS Employers Guide.

<https://nhsemployers.org/topics-0/employment-standards-and-regulation>

1.5.1 Identity

ID Medical Group is obligated to assure the identity of every individual registered to work. Only original documents can be used and should include:

- Full Name
- Signature
- Date and place of birth
- Current Address

One document on its own is not sufficient and therefore further documents will need to be requested in conjunction to ensure that there is no reasonable doubt that the candidate applying is who they say they are.

The following combination of documents is currently acceptable:

- Two forms of photographic and one further confirming current address or
- One form of photographic and two further confirming current address

Full guidance on our ID Checks is available upon request.

1.5.2 Right to work

It is a legal requirement to provide evidence of your right to work in the UK. ID Medical Group follows guidance issued by the Home Office, currently "Prevention of Illegal Working" (January 2019). You must supply ID Medical Group with your original current passport and/or Visa/Biometric Residence Card showing your right to work in the UK. ID Medical Group will not progress with your application/ registration until these documents have been provided.

Further information about our Right to work checks is available upon request.

1.5.3 Professional Registration & Qualifications

You must provide copies of all relevant qualifications and evidence of your registration with a professional body (GMC/NMC/HCPC/GPhC etc.). Your qualifications will be matched up to your registration. ID Medical Group will not progress with your application/registration until these have been provided.

Further information on our Professional registration and qualification Checks is available upon request.

1.5.4 Employment History & Reference

You must furnish ID Medical Group with an up to date CV including a full employment history. Any gaps in the history must be accounted for i.e. maternity leave, training, relocation, volunteering etc.

You will be expected to provide ID Medical Group names of 2 referees. References will be required to cover a minimum of 3 years employment. If you have been on short term placements, the number of referees will be more. References must not be from your relatives and you must obtain the agreement of your referees for ID Medical Group to disclose the reference to Hirers.

ID Medical Group will request references on an annual basis from the 2 most recent placements thereafter and will expect you to ensure that an assessment form is completed for any assignments you undertake via ID Medical Group for less than 2 weeks.

In the rare event of ID Medical Group receiving a poor reference, or assessment, we will request a reflective statement from yourself to ensure you have the opportunity to learn from any feedback received.

Further information on our Employment History and Reference Checks is available upon request.

1.5.5 Criminal Records Check

All contractors will be subject to a Criminal Records Check. This this will be obtained either through the Disclosure and Barring Service (England & Wales), PVG (Scotland) or Access NI (Northern Ireland).

The checks undertaken will be based on Geographical location of preferred working location:

- Due to the nature of our business, ID Medical Group will carry out Enhanced with Barred Lists DBS for contractors wishing to work in England and Wales.
- Please be aware that Contractors who will be working in Scotland will be asked to complete a PVG check in line with the same guidance as above. When making an application, please ensure that you notify your Recruitment Consultant if you are already a member of the PVG scheme or not. This will ensure that the correct application link is sent to you to avoid any delays in getting your certificate back.
- Contractors who will be working in Northern Ireland are subject to an Access NI check. A link to the online application will be sent to you.

As an example, any contractor with a DBS wishing to work in Scotland will also need to undertake a PVG.

Links to these can be found in Section 7 of this handbook along with links to the Privacy Statements.

All Criminal Checks are done so in line with local government guidelines and any offers of employment is done so in line with Rehabilitation of Offenders Act 1974 relevant to each country.

Information obtained through the recruitment and selection stage is designed to prevent unsuitable people from gaining access to vulnerable groups, while at the same time respecting human rights and privacy issues and complying with the requirements of the Data Protection Act 2018.

An Enhanced Check contains the same information as a standard check but also includes any non- conviction information held by local police, where they consider it to be relevant to the post.

This information is referred to as 'approved information' on the Enhanced Check certificate.

Any offers of assignments are dependent on the disclosed information and made in line with The Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013.

You must disclose to ID Medical Group if there is any reason why you are unable to work in a regulated activity and the reasons why that might be, including but not limited to any allegation of criminal conduct that may have been made against you, or any involvement in any police investigation. ID Medical Group will record this privately onto your file.

Contractors must notify ID Medical Group if they are barred from working with a certain group. It is illegal to make an application to work with either Children and/or Vulnerable Adults if there is a bar on doing so.

In order to conform to legislation and making an informed recruitment decision, you will be required to send your disclosure to us so that we see it in its entirety, scan it and hold it on file in line with the DBS Code of Practice. Disclosures will be returned to you immediately via recorded delivery. It is the Contractor's obligation to ensure that their DBS certificate, or any other necessary accreditation, is kept up to date and that ID Medical Group is provided with valid copies of the same.

ID Medical Group will request permission from any Contractor who signs up to the DBS update service to allow us to periodically check online for your current status to ensure that your file is kept completely up to date.

If, either before or during the course of an assignment, the Hirer or ID Medical Group becomes aware of any reason why a Contractor is not suitable for an assignment, for example if the Contractor's DBS certificate has expired, the assignment will be terminated.

ID Medical Group will not discriminate unfairly against applicants with a criminal record. Having a criminal record will not necessarily bar an application from working on behalf of our clients; however the nature of a disclosed conviction and its relevance to the post in question will be taken into consideration.

A copy of ID Medical Groups Rehabilitation of ex-offenders policy will be made available upon request.

1.5.5.1 Overseas Police Checks

Additionally, to the Criminal Checks undertaken, if you have been out of the country in the last 5 years for 6 months or longer, consecutively or accumulatively you will be required to provide ID Medical Group with a copy of a Police Check from that country. All overseas police checks must be in accordance with the relevant country's justice system.

For further information on how to apply, please see the Home Office Website:

<https://gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>

1.5.6 Work Health Assessments

ID Medical Group is committed to ensuring not only our Contractors' health, safety and welfare but that of our Hirers and the patients. To this end we therefore require you to provide documented evidence of immunity to the following conditions:

- Hepatitis B titre levels
- Hepatitis B surface antigen - EPP only
- Hepatitis C - EPP only
- Rubella
- Varicella
- Measles
- Mumps
- Tuberculosis screening
- HIV - EPP only

All Serology reports must be original UK reports and must be IVS approved (Identity Validated Samples).

In addition to the above, we will ask you to complete a health questionnaire, located alongside your application form. This will be updated annually thereafter. You must read and confirm your compliance with these statutory Occupational Health requirements.

The information you supply is treated in the strictest of confidence by our experienced occupational health staff, who are available to answer any concerns you may have regarding your fitness to carry out your clinical duties.

ID Medical Group will obtain a fitness to work certificate after evidence of immunisations have been received alongside your questionnaire. These will be renewed annually.

Should there be a change to your health, please inform ID Medical Group as soon as possible as your fitness to work certificate may become void.

Further information on our Work Health Checks is available upon request.

WARNING: *If you deliberately provide false information/documentation, you may be guilty of fraud under The Fraud Act (2006) which carries a maximum penalty of 12 months imprisonment or forgery under The Forgery and Counterfeiting Act (1981) which carries a maximum penalty of 2 years imprisonment.*

2. Working and Getting Paid

Please also refer to the relevant Terms of Engagement which are applicable to your tax status: PAYE, PSC/Umbrella or Self-Employed. These are at the back of this Handbook. If you are engaged by an Umbrella company, your terms of engagement will be with the Umbrella.

When an assignment is agreed, ID Medical Group will supply you with a "Confirmation of Assignment". This will confirm placement details such as job title, hours contracted, your hourly rate, agreed expenses and who you should report to. It is your responsibility to ensure the details are correct and any amendments requested should be made in writing to your ID Medical Group representative at the earliest opportunity prior to the assignment commencing. If we do not hear from you, ID Medical Group will deem the terms of the assignment as set out in the Confirmation of Assignment agreed and accepted by you.

2.1 IR35/Off Payroll Working in the Public Sector

IR35 is a set of rules designed to determine whether workers operating through their own limited companies (PSCs), would, due to the nature of their employment relationship with the hiring body, and without the existence of the limited company, be considered to be employees, rather than contractors. This is known as 'disguised employment'. The tests cover things like financial risk, the right of substitution, and supervision, direction and control.

Prior to April 2017 it was the workers' responsibility to determine whether they were caught by IR35, but changes to the law now mean that it is the hiring Public Sector body, not the worker, who is responsible for determining the IR35 status of all roles. If you are deemed to be caught by IR35, then any payment to your PSC must be made net of Tax and National Insurance Contributions (NICs).

Since the introduction of the new rules, NHS Trusts have determined that the vast majority of Medical Locums are, in fact, caught by IR35. Previously many workers had, often off the back of poor professional advice, believed that they were not caught. As a result, many have now abandoned their PSCs in favour of other methods of payment such a PAYE or Umbrella.

Note: It is important when choosing an Umbrella company to ensure that they are fully compliant with UK tax law. Many Umbrellas offer levels of take home pay that appear to be too good to be true, and in every case they are. Non-compliant Umbrella companies employ a range of schemes including loans, 'marketing' or 'job board' credits, 'profit sharing bonuses', gross payments to sole traders, gross payments to workers' PSCs and so on. All of these schemes are on HMRC's radar and when they target a particular scheme, they will demand not only underpaid taxes for the current year, along with interest and penalties, but may well look into records for previous years and recover further sums due from these.

ID Medical Group maintains a list of preferred Umbrella providers, details of whom are available in the Candidate section of the web-site.

2.2 Payment Process

We value the services you provide to ID Medical Group and as a commitment to you, we run 5 payrolls a week, Monday to Friday. We aim to process all properly completed and authorised timesheets received by 12.30pm each day on the day we receive them. However, please be aware that at peak times this may not ALWAYS be possible.

Under normal circumstances, and providing we have full bank details, Contractors engaged through a PSC, self-employed or on a PAYE basis, should receive payment into their bank account within 3 working days (not including public holidays).

For Contractors engaged through an Umbrella Company, the payment to the Umbrella will be made within the same timescale. Payment by the Umbrella to you will be subject to the terms of your agreement with the Umbrella.

Please note that if you are a VAT registered PSC or self-employed Contractor, payment cannot be made to you without a valid VAT invoice being issued to us (see Self-billing at 2.4 below).

2.3 Timesheet Policy for Hours Worked and Expenses

Any agency worker who uses the services of a payroll company will be subject to the payroll processing procedures imposed by that company. ID Medical Group has no control over this; therefore you must discuss the procedures with the payroll company that you choose.

It is the responsibility of the Contractor to ensure their timesheet is legible, completed correctly and has been authorised and signed by their manager - payment may be delayed if this is not the case.

(NHSP client sites only). Where your assignment is managed by National Health Service Professionals (NHSP), you will not be required to submit a paper timesheet but will be expected to submit your hours on their electronic online payment system. You will be advised in advance by your consultant which method of timesheet submission you'll be expected to adhere to. If in doubt, please ask your consultant.

(NHSP client sites only). Where your assignment is managed by National Health Service Professionals (NHSP), you must ensure you sign in and out of the 'signing-in book'. Failure to do this may delay you getting paid. In particular, please ensure:

- All information given on your timesheet is accurate and the timesheet is completed in full. Unfortunately, if a timesheet is not correctly completed, legible or authorised, we will have to return it to you for correction or authorisation, as appropriate, before we can process it
- You apply the correct dates to the shifts that have been worked
- The date and times you worked, excluding any breaks taken are correct
- The total hours and basic pay columns are correct
- Every shift must be signed and dated by an authorised signatory of the client (such as the Nurse in charge, Ward Manager or designated individual at the establishment in which you have been placed)
- Please ensure that a black ballpoint pen is used for clarity
- You have signed and dated the timesheet
- A photo image taken of a timesheet using a mobile phone cannot be processed
- You are always advised to retain a copy for your own records and to assist if you have a query

Whether you use a weekly or single shift timesheet, we cannot accept timesheets which include shifts that have been worked on different wards during the day or week. These are often rejected by the client. In this instance, please complete a separate timesheet(s).

Timesheets can be sent for payment either by:

Email: Timesheets can be emailed to:

Doctors: payroll@id-medical.com

Nurses and AHP: payrollnursing@id-medical.com

Post: Payroll Department, ID Medical Group Limited, Unit 2, Mill Square, Featherstone Road, Wolverton Mill, Milton Keynes, England, MK12 5ZD

Resolution of queries

Agency workers are under a duty of care to complete their timesheet in accordance with the guidance notes above.

Where there is a query on your timesheet we will make every effort to contact you as soon as possible to resolve the matter. Alternatively, you may contact the Payroll Department either by:

Phone: 01908 552820

Email: payroll@id-medical.com

Please note, this may involve a delay in your timesheet being processed, and your timesheet will be processed on the next available payroll, provided the query has been resolved.

Limited Companies

(and payroll company / Umbrella arrangement) For agency workers operating through a UK registered limited company (please note that the limited company must be registered in the UK or has been subject to clearance by our Inspector of Taxes) we require the following information prior to submission of the first timesheets/invoices.

Please supply:

- The Certificate of Incorporation
- VAT registration certificate (if applicable)
- Limited company bank details – account name, account number & sort code
- Proof of bank details that relate to the limited company

For example, a copy of a bank statement which displays the account name, account number & sort code. If you are elect to use an Umbrella arrangement (a payroll company), we will request the above information from their company representative.

Please note: if your payment details change, you must inform our Payroll Department immediately. For example, if you change your bank account, use a different payroll company or your VAT status changes.

PAYE Any agency worker, who chooses to be paid via the PAYE method, must supply:

- A P45 (otherwise a P46 will have to be completed)
- Bank details – account name, account number & sort code

Please note: as per legislation introduced by HMRC, it is a requirement for you to supply ID Medical with either your NI Number or Unique Tax Reference (UTR) Number, which comprises of ten digits, irrespective of whether you choose us to payroll you as a PAYE worker, or via a limited or payroll company.

Expenses Procedure

Expenses must be agreed in advance by your hiring manager / client.

Expense claims must be submitted using an expense claim form. This is normally provided by the client. If your manager is unable to provide an expense claim form, please ask your Recruitment Consultant for an 'Expense Claim Form'.

- Please only include expenses that ID Medical Group is able to recharge to the Hirer as per the agreement prior to assignment
- All expenses must be receipted. Please ensure a copy of all expenses is sent along with your expense claim form
- Mileage claims (and travel expenses) from home to work, and from work to home are not to be included in your expense claim. These are not reimbursable to the trust

2.4 Self-billing (For PSC and Self-Employed Contractors only)

Contractors who are self-employed or work through PSC's are classified as a "supplier" to ID Medical Group. Providing, in the case of PSC workers, that you are not caught by IR35, or in the case of self-employed workers you are not subject to supervision, direction and control (SDC), you will be paid gross, i.e. without deduction of PAYE or National Insurance Contributions. However, you should be aware that most NHS and other Public Sector roles are deemed to be caught within IR35/subject to SDC. Please note that you must provide an invoice with your timesheet before we can pay you.

As a VAT registered PSC or self-employed Contractor, you are legally required to raise a VAT invoice for the services you provide to us. Without this we are unable to recover from HMRC the VAT that we pay to you. We recognise that raising such invoices can be difficult and time consuming. To ensure a smooth accounting process, ID Medical Group offers a self-billing service. We will send you a self-billing agreement which we would ask you to complete, sign and return to us prior to starting your assignment. This enables us to raise a VAT invoice on your behalf.

In signing a Self-billing Agreement, you agree to us producing the invoice on your behalf, or in the name of your PSC. We will then send the invoice that we have produced to you along with your full payment and remittance advice as normal. Please ask your Recruitment Consultant for more information.

If you are registered for VAT (or are legally required to be), and you do not complete a Self-billing Agreement you will need to submit a valid invoice for the amount due for the hours you have worked (as set out on the accompanying timesheet) plus VAT. Such invoice should bear your trading or limited company name, company registration number if a limited company, and VAT number. Invoices should show any VAT due alongside the rate of VAT charged.

If you are registered for VAT and we do not receive a valid VAT invoice with your timesheet, we will pay you net of VAT and remit the VAT to you once a VAT invoice has been provided.

2.5 Holiday

For PAYE Contractors, provisions relating to paid annual leave are set out in the Terms of Engagement.

If any Contractor wishes to take leave during the course of an Assignment, he/she should notify ID Medical Group of the dates of his/her intended absence giving notice at least twice the length of the period of leave that he/she wishes to take. Periods of leave during an Assignment will only be granted with the agreement of the Hirer. In certain circumstances, ID Medical Group may give counter-notice to the Contractor to postpone or reduce the amount of leave that the Contractor wishes to take and shall inform the Contractor in writing giving at least the same length of notice as the period of leave that has been requested.

2.6 Agency Worker Regulations 2010 (AWR)

The AWR came into force to ensure that Agency Workers are provided with equal treatment (in respect of certain basic working and employment conditions) to those employees engaged directly by the organisation with whom they are on assignment. An “Agency Worker” for the purposes of the AWR is a Contractor supplied by an agency to work temporarily for, and under the supervision and direction of, the Hirer. The AWR does not give Contractors all the same legal rights as employees of the Hirer, nor will it change the employment status of a Contractor.

The AWR does not cover Contractors who are not working under the supervision and direction of the Hirer. Under the AWR, Agency Workers’ rights to parity with their permanent equivalents will include the following:

Day 1 rights (access from the first day of an assignment):

- Access to information on vacancies for permanent jobs within the Hirer;
- Rights to use the Hirers’ collective facilities (including canteen, childcare facilities, transport services, shower facilities, car parking etc.)

Additional rights come into force on completion of the “qualifying period”:

- Pay (including salary, overtime pay, allowances for shifts or unsocial hours, bonuses/commission which are related to personal performance but not including pension or occupational sick pay);
- Working time (including duration or working time, length of night work, rest periods, rest breaks and annual leave)

The qualifying period is 12 continuous calendar weeks during which the Contractor is supplied to a Hirer in the same role. If you have a break of less than 6 weeks between assignments in the same role with the same Hirer then the absence will count as part of the qualifying period – the clock continues to tick. If you have a break of greater than six weeks then the clock has to restart.

So that ID Medical Group can assess your rights under AWR, you must inform us of the following:

- Whether you have worked in the same position or a similar role with the Hirer prior to any assignment offered by ID Medical Group, whether through another agency or previously through ID Medical Group; and
- The details of such work, including (without limitation) details of where, when and the periods during which such work was undertaken, if so requested
- If you have completed two or more assignments with the Hirer; or
- If you have completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's group or associated companies; and/or
- If you have worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same as the previous one

2.7 Pensions (for PAYE Contractors only)

ID Medical Group has embraced the government's aim to ensure that everyone has the opportunity to save for their future.

The scheme is called auto-enrolment and all companies must take part. As the name of the scheme suggests, you will be automatically enrolled after three months service unless you choose to opt out of the scheme. Please contact the Payroll Team if you should have any questions relating to the pension scheme.

2.8 Payroll Enquiries

If you have any queries regarding your pay, please call our main office number and your call will be directed to our payroll department.

2.9 Conduct Regulations

The Conduct of Employment Agencies and Employment Businesses Regulations ('the Regulations') were introduced in 2003 and are designed to apply to workers who are controlled by the end user client, providing both Hirers and workers with minimum standards they should expect from recruitment agencies and employment businesses. For instance, the Regulations stipulate that agencies cannot withhold payment to workers simply because they have not been paid by the end user client.

It was recognised that certain workers operating via their own limited companies may want to choose whether or not to be protected by the Regulations, and so an opt out provision was included in the legislation. The opt out therefore technically only has relevance to workers who are controlled by the end user client and who are offering their services via their own limited company (or limited liability partnership).

Following the introduction of the Off-payroll Working in the Public Sector legislation in April 2017 there has been a substantial reduction in the number of workers providing their services to public sector clients via their own limited companies and so the opt out provision is relatively niche these days.

Under Regulation 32; Contractors who are not working through a limited company cannot opt out of the Conduct Regulations; it is also further advised that Contractors working under a limited company **cannot opt out if they are working with vulnerable adults.**

3. Your Obligations

3.1 Start of Assignment

Induction

At the beginning of an assignment you should receive a full orientation and induction into the workplace. Please be advised that it is your responsibility as a professional to familiarise yourself in the following areas:

- Bleep Systems — Fast Call/Cardiac Arrest/Fire
- Complaints Handling/Major Incident/Alerts
- Fire and Evacuation Procedures
- Health and Safety Policies
- Incident Reporting
- Local Policies and Procedures — Drug Errors
- Location of Emergency Equipment

If this induction does not take place, you must inform ID Medical Group immediately.

3.2 Competence

It is important to understand that as a Contract worker, you are hired to cover and fill in for understaffed departments.

This means there may be times when a Contractor will be requested to move to a different ward than that assigned. Contractors must be willing to move to other departments/wards to fill shortage of staff that could compromise Patient Safety.

Failure or refusal without good reason will enforce disciplinary action in which a Contractor may terminate and restrict you from working any further shifts for a specific ward, hospital or trust.

If, on arrival at your post, you feel that you are not competent for all or some of the work that you have been assigned, you must notify your line manager immediately and inform ID Medical Group.

3.3 Identity, Badges and Uniform

ID Medical Group will issue you with an ID Badge prior to you undertaking your first assignment, which must be worn at all times. Your ID badge must be returned to ID Medical Group if you stop working for us. It is your responsibility to ensure the details on the badge are correct and in the event of discrepancies that the badge is sent back to ID Medical Group for re-issue with correct details.

Your ID Badge will be renewed yearly and sent by standard First Class post.

In addition to your ID Badge you may be required to wear identification issued by the Hirer. On your first day, you are required to provide your photo identification, i.e. passport or driving licence, to establish your identity and report to the medical staffing department or most senior available member of staff and have your ID Medical Group badge checked against the original copy of your passport.

Please be aware that you may be in breach of ID Medical's contractual and or Legal Requirements if you do not abide by these conditions. Any known breach may result in disciplinary action being taken. ID Medical Group ensures that all its workers adhere to contractual and legal requirements at all times.

As an Agency Worker you will be required to wear full ID Medical Uniform or an alternative specific to your job role. Not all specialties require uniform. ID Medical Group has an embroidered uniform available for purchase for a cost of £20 for one Tunic or Scrub.

This uniform will include:

- ID Medical Group Tunic or Scrub (plain Tunic or Scrub if you have one)
- Suitable, smart Trousers either Black or Blue (Strictly no jeans or combats)
- Suitable & Practical Footwear (Black, Flat, Waterproof and Closed Toe)
- ID Medical ID Badge (Issued)

There may be exceptions to the above; this will depend on the environment you may be working in e.g. Theatres, Specific Wards and or Homes etc. This list is therefore not an exhaustive one.

You will be notified of any specific uniform requirements at the time of booking and/or before your assignment commences. You must not travel to any assignment in your uniform or leave an assignment wearing your uniform. If you are unable to change into/out of your uniform it is recommended that it is covered completely. This is in line with National Infection Control Guidelines.

It is your responsibility to ensure that your uniform is kept clean and tidy. If, at any point your uniform starts to show signs of degrading you are encouraged to speak with your ID Medical Group representative about replacing your uniform or ordering more. Infection control must be observed at all times. Please ensure you adhere to the requirements and guidance set out below; if in any doubt please ask your consultant for guidance.

Presenting a professional image is compulsory and promotes patient and public confidence.

- Do not wear jewellery whilst on assignment.
(Plain wedding band authorised, no wrist watch)
- Earrings – One pair of plain stud earrings or no earrings
- Make up – Kept to a minimum
- Nails – Should be kept clean and cut short. No nail polish or false nails
- Always tie long hair back neatly and present yourself in a professional manner
- Always wear a clean, presentable uniform
- Always wear flat black sensible shoes in a material that can be wiped clean -
No open toe shoes, heels or trainers
- Avoid wearing loose clothing
- Tights/Stockings should be neutral in colour and worn with dresses, socks should be plain and dark
- You must maintain your uniform accordingly and request replacement or exchange whenever the need arises
- You must report any loss or damage to your uniform as soon as reasonably possible, and before commencing any new assignment
- Never wear or use your ID Medical Group uniform for any other purpose other than works pertaining to ID Medical Group business
- In line with infection prevention, agency workers should adhere to the “bare below elbow policy”

Radiographers will only receive a Radiation Badge if the assignment requires. This will be supplied to you via post. It is your responsibility to ensure you keep this safe and take it with you to your assignment.

Once the assignment has ended, you are required to return the badge to ID Medical Group within 2 weeks. Failure to do so will result in a charge to you for replacement.

ID Medical Group will then send the badge to our Occupational Health provider for a reading and will receive the dosage report within 7-10 days. Full instructions will be provided at time of receiving your badge. A badge will be issued each time you are assigned a new post.

You may be entitled to a uniform tax refund, for uniform you are responsible for; including washing, repairing or replacing. For further information, please visit:

<https://moneysavingexpert.com/reclaim/uniform-tax-refund>

<https://gov.uk/tax-relief-for-employees/uniforms-work-clothing-and-tools>

3.4 Personal Mobile Phone Usage

ID Medical Group understands that HCPs rely on their Mobile Phones in order to being contacted with job offers, however; HCPs must not use their Mobile Phones whilst working within the trust, their wards or with Patients. Mobile Phone usage must be limited to break times only and out of view of patients at all times. Mobile Phones must not interfere with your working day.

Mobile Phones must not be carried in uniform pockets and should be stored safely with your other possessions at the beginning of your shift and whilst undertaking your work.

If you are expecting an important phone call, you must get this authorised with your shift manager at the earliest convenience.

Please ensure you are familiar with Trust local policies and procedures in relation to the use of Mobile Phones.

3.5 Security Checks

As a condition of assignment you may be subject to periodic security checks. These must be accommodated, are not “personal” and will be carried out discreetly. The security processes of most Hirers include this as standard practice. Security checks include but are not limited to the Disclosure and Barring Service (DBS).

3.6 Punctuality

You are required to arrive on time; if there is a reason this is not possible you must contact ID Medical Group immediately.

3.7 Roles & Responsibilities During Assignments

Please find below a list of key behaviours and responsibilities you should adhere to in order to ensure good medical practice and maintain ID Medical Group's standards in line with CQC regulations 9 Person-centred Care and 10 – Dignity and Respect. Please note this list is not exhaustive:

- Patients must be able to trust the people that are looking after them, meaning the Contractor must make the care of the patient their main priority
- Every patient and work colleague must be treated in a polite, considerate and professional manner
- The patient's dignity and privacy must be respected
- Patients must be listened to and their views respected
- Information must be given to the patient in an understandable way
- Patients have the right to be involved in any decisions made with regards to their care
- Your professional skills and knowledge must be kept up to date
- You must acknowledge the limits of your professional ability
- Concerns about honesty and trustworthiness must be divulged, whether your own or that of your colleagues
- You must not discriminate against your patients or colleagues
- You must protect from risk by acting quickly if you feel you or your colleagues are unfit to practice
- You should report any concerns whether that be a complaint or concern and if you are involved, you must notify your line manager and ID Medical Group. This also applies if you think that you may have been or are being treated unfairly
- You abide by your good medical practice guide or code or practice relevant to your role and regulatory body registration

3.8 Record Keeping

Relevant notes must be taken for all duties carried out. These should be legible and made in ink. Abbreviations should not be used unless there is a reference to an agreed interpretation. Notes should only contain relevant information. Mistakes can be corrected with single crossing. Records should be kept clear and concise, through use of headings, numbering and spacing. Your notes should clearly state who the record refers to and who has made the recording. Contractors will be accountable for the records they make. Record keeping is also covered by the Data Protection Act 1998.

3.9 What Should I Do If I Need to Cancel My Booking?

Should you be unable to attend an assignment due to unforeseen circumstances, ID Medical Group must be contacted immediately. We have a 24 hour on call service **Tel: 0845 130 9331**.

Contractors are expected to honour their agreement to complete an assignment, other than if an extreme emergency arises. If you are already on a placement, please inform a suitable member of staff in line with the Hirer's policy, and ID Medical Group, as soon as is practically possible should you be unable to carry out your duties.

You could be putting patients' lives at risk if you do not attend your booking, this may result in you being referred to your professional regulatory body for further disciplinary action.

3.9.1 Failing to attend a Booked Shift

Failure to attend a booked shift puts patients' lives at risk. ID Medical Group takes this extremely seriously. Contractors who fail to notify ID Medical Group and/or the Hirer of an absence will trigger a DNA (Did Not Attend). The DNA process is a three stage process that consists of the following over a 6 month rolling period. Contractors will have the right to appeal at any stage, however; if 3 DNAs have been triggered over a 6 month rolling period ID Medical Group can and will disengage from working with the Contractor.

DNA 1 – The first DNA received will be investigated by ID Medical Groups Complaints Team, should the correct process not been followed, the 1st DNA will be issued.

DNA 2 – The second DNA received will be investigated by ID Medical Groups Complaints Team, if the correct process of notifying of absence has not been followed then the 2nd DNA will be issued.

DNA 3 – The third DNA received will be investigated by ID Medical Groups Complaints Team, if the correct process of notifying of absence has not been followed then the 3rd DNA will be issued.

ID Medical Groups Complaints Team and Operations Division will consider all appeals on an individual basis including exceptional circumstances. However this is not a guarantee that a contractor will be successful in their appeal.

Should a contractor wish to appeal, then this should be addressed to ID Medical Group's Complaints Team via email: complaints@id-medical.com or by post quoting the reference number from the DNA notification.

3.10 Self-booking

All bookings for assignments should be done through ID Medical Group. Should a Hirer approach you directly for work or to extend or vary your assignment, please advise ID Medical Group immediately.

This ensures we invoice our Hirers and pay our Contractors correctly and avoids any delays or confusion about the terms applicable to the assignment. This includes notifying us of any self-booking arrangements made in advance. In the absence of notification and agreement with the Hirer in relation to any variation of the assignment terms, ID Medical Group will make payments for work carried out in accordance with the Confirmation of Assignment form that ID Medical Group has provided for the applicable assignment.

3.11 Complaints, Concerns and Probity

ID Medical Group treats all complaints extremely seriously and will endeavour, in the first instance, to resolve all complaints locally. Our dedicated Complaints team will work closely with our Clinical Team including our Responsible Officer (RO) and Senior Nurse who will review and advise on all clinical cases. We also seek advice where required from our Employer Liaison Officer.

You must report to ID Medical Group on any of the following:

- Investigation by any authority post DBS disclosure
- Investigations, irrespective of DBS disclosure, by either Employer/Hirer (complaint), police, any public or regulatory body
- Restrictions, conditions and suspensions applied to your professional registration
- Any ill health or injury, post health declaration. A new FTW certificate will be required if any ill health or injury is declared
- Should any such information be declared to ID Medical Group we are under obligation to notify the Hirer that you are working for and submit this to them for consideration

Your professional registration may be at risk if you do not fully co-operate with an investigation or any enquiries relating to an investigation.

3.12 Revalidation

3.12.1 Doctors

ID Medical Group is committed to supporting all Contractors with their Revalidation process. We have many Contractors who are connected to ID Medical Group for Revalidation and enjoy the benefits of the support given by our Revalidation Support Team and our RO (see 3.10 above). Whether you are connected through us or not you are required to ensure that you are appraised annually. We require you to provide the name of your appraiser, the designated body that you are connected to and the date of your last Appraisal.

Appraisals are used to discuss areas for professional development and can include any of the following:

- Attendance at a RITAS (Record of 'In Service' Training) certified training course
- Attendance at professional conference or seminar
- Informal teaching
- 360° Feedback
- Continued professional development
- Magazines and journals
- Research
- Complaints and concerns
- References

If you are not connected to a designated body for Revalidation purposes please speak with your Recruitment Consultant who will arrange for somebody to contact you to discuss your options and how you ensure that you are progressing towards a successful Revalidation and are able to provide all the supporting documentation required.

For connection and other Revalidation questions please contact our dedicated Revalidation team via email on Revalidation@id-medical.com

3.12.2 Nursing

As with the GMC, the NMC have now introduced Revalidation.

ID Medical Group has a dedicated Nursing Revalidation Team who will be able to support and offer tools and resources to enable Nurses to maintain and manage an e-portfolio. We also encourage Nurses to manage their registration through their online NMC account.

NMC Requirements for Revalidation are:

- Minimum 450 practice hours over 3 years since last registration
- Minimum 35 hours of Continuing Professional Development since last registration, (of which 20 hours must be participatory)
- Provide 5 pieces of practice-related feedback, which have been collected since last registration
- Provide 5 written reflective accounts which have been written since last registration.
- Evidence of a reflective discussion with another NMC registrant
- Declaration of Health and Character
- Declaration of Professional Indemnity arrangements
- Confirmation by a third party that the registrant has complied with the Revalidation requirements

You are free to contact our Revalidation Team to find out how they can assist you further and what we can offer you: Nurse.Revalidation@id-medical.com

3.13 Professional Indemnity Insurance

As a Contractor, you are professionally accountable for all your clinical acts or omissions. You will be required to provide evidence of indemnity insurance under the terms of the NHS Framework

Agreements and in line with Good Medical Practice. You shall make a copy of the policy available to ID Medical Group upon request.

3.14 Intellectual Property Rights

As a Contractor, you acknowledge that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by you for ID Medical Group's Hirers during any assignment shall belong to the Hirer.

You agree to execute all such documents and do all such acts as ID Medical Group shall from time to time require in order to give effect to the Hirer's rights pursuant to this obligation.

3.15 Confidentiality

In order to protect the confidentiality and trade secrets of ID Medical Group's Hirers and their patients and without prejudice to every other duty to keep secret all information given to you or gained in confidence you agree as follows:

- Not at any time whether during or after an assignment (unless expressly so authorised by the Hirer or ID Medical Group as a necessary part of the performance of its services) to disclose to any person or to make use of any of the trade secrets or confidential information of the Hirer, including all notes and records relating to patients;
- To deliver up to the Hirer or ID Medical Group (as directed) at the end of an assignment all documents and other materials belonging to the Hirer (and all copies) which are in your possession including documents and other materials created by you during the course of the assignment, in particular but not limited to patient notes and records;
- You further agree that, at the end of an assignment, you will not retain any documents or other materials belonging to the Hirer (and all copies) and shall delete irretrievably any copy information belonging to the Hirer that you have stored on any magnetic or optical disk or memory and all matter derived from such sources which is in their possession or under their control outside the premises of the Hirer, in particular but not limited to patient notes and records;
- 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 Hirer except when required in the course of your duties under the assignment in which event any such item shall belong to the Hirer
- Not to physically remove any confidential or personal data from the acknowledged place of work nor to electronically transfer any confidential or personal data outside of the acknowledged work IT environment except where expressly required to do so in the course of your duties, in particular but not limited to patient notes and records.

The restriction in this 3.15 does not apply to:

- any use or disclosure authorised by the Contractor or ID Medical or as required by law, a court of competent jurisdiction or any governmental or regulatory authority;
- any information which is already in, or comes into, the public domain otherwise than through the Contractor's unauthorised disclosure; or
- any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

Nothing in this 3.15 shall prevent the Contractor or, where applicable, ID Medical (or any of its officers, employees, workers or agents) from:

- reporting a suspected criminal offence to the police or any law enforcement agency or disclosure co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- complying with an order from a court or tribunal to disclose or give evidence;
- disclosing information to any person who owes a duty of confidentiality (which the Contractor and ID Medical agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in the case of the Contractor, persons providing them with medical, therapeutic, counselling or support services (providing they owe the Contractor a duty of confidentiality which remains unwaived); or
- making any other disclosure as required by law.

Please also refer to 4.3 and 5.6 for further information on confidentiality and data protection.

3.16 Hirer Property

At the end of each Assignment, or upon the request of the Hirer you shall return to the Hirer all property belonging to the Hirer including (but not limited to) any security pass, identity badge, uniform or protective equipment.

3.17 Transfer Fees on Direct Engagement

For the purposes of this section, the following definitions apply:

“Relevant Period” means a period of either 14 weeks from the commencement of an assignment, or 8 weeks from the last day of an assignment, whichever period ends the later, in accordance with regulation 10(5) of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended). For the purposes of this definition, a new assignment begins where there has been a break of 42 days since the end of the last assignment, or no previous assignment.

“Engage” means your engagement, employment or use by a Hirer or by any third party to whom you have been introduced by the Hirer or by ID Medical Group (including but not limited to any other employment business who manages your assignments for the Hirer on a master vendor or any other basis), directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, a license, franchise or partnership arrangement or any other engagement, and “Engaged” and “Engages” shall be construed accordingly.

If, after ID Medical Group has introduced you to a Hirer, or during the course of an assignment or within the Relevant Period, the Hirer wishes to employ or Engage you directly or through another employment business, you acknowledge that ID Medical Group will be entitled either to charge the Hirer a fee or to agree an extension of the assignment period with the Hirer, at the end of which you may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition ID Medical Group will be entitled to charge a fee to the Hirer if the Hirer introduces you to a third party who subsequently engages you before or during the assignment or within the Relevant Period.

3.18 Professional Conduct

It is your responsibility to ensure that you abide by the relevant regulatory code of professional conduct at all times.

If you do not have a copy of the latest edition, you can download a copy from the list below

Good Medical Practice (GMC)

http://gmc-uk.org/guidance/good_medical_practice.asp

Nursing and Midwifery Council (NMC)

<http://nmc.org.uk/standards/code/read-the-code-online>

HCPC

<https://hcpc-uk.org/resources/standards/standards-of-conduct-performance-and-ethics>

GPhC

<https://pharmacyregulation.org/standards>

GCC

<https://gcc-uk.org/good-practice>

GDC

<https://gdc-uk.org/standards-guidance/standards-and-guidance>

GOC

https://optical.org/en/Standards/Standards_for_optometrists_dispensing_optician_s.cfm

MHRA

<https://gov.uk/government/organisations/medicines-and-healthcare-products-regulatory-agency>

CQC

<https://cqc.org.uk>

Care Inspectorate

<https://careinspectorate.com>

RQIA

<https://rqia.org.uk>

4. Mandatory Training & CPD (Continuing Professional Development)

As a Contractor, you have an obligation to provide evidence that you have carried out mandatory training in line with The Skills for Health Framework. This will require being kept up to date; whilst you are working with ID Medical Group we will remind you when each module is required to be renewed.

This training follows set standards and covers all of the following areas. From time to time these courses will be amended and additional courses may be added. Again, whilst working for ID Medical Group we will advise you of these changes.

All Contractors are required to have knowledge in all areas of mandatory information as set out by NHS Hirers. Please check your understanding of each of the key areas listed below.

- Basic Life Support / Resuscitation - Practical
- Complaints Handling
- COSHH (Control of Substances Hazardous to Health regulation)
- Countering Fraud Bribery and Corruption in the NHS
- Equality, Diversity and Human Rights
- Fire Safety
- Food Hygiene – Nurse & HCA
- Handling Violence & Aggression inc. Conflict Resolution
- Health & Safety and Welfare including Falls Prevention
- Infection Prevention and Control (Level2)
- Information Governance, Record Keeping and Caldicott Protocols, Inc. GDPR
- Training for workers in a lone environment
- Manual Handling (evidence of practical)
- Preventing Radicalisation
- RIDDOR (Reporting of Injuries, Diseases & Dangerous Occurrences Regulations)
- Safeguarding Vulnerable Adults Level 3
- Safeguarding Children Level 2

Whilst the above training requirements are to be met by every candidate who registers with ID Medical Group, we also have to ensure other role specific requirements are met. We will ask you to complete training in these areas if required:

- Blood Component Transfusion Module 4:
Administration Of Blood Components
- Communication
- Consent
- Dementia Awareness
- Duty of Care in Health and Social Care
- Fluids And Nutrition Awareness
- Privacy And Dignity In Health And Social Care
- Promoting Person Centered Care In Health And Social Care
- Your Health Career
- Mental Health Act 2007 – Mental Health Workers only
- Reducing Restraints in Health and Social Care – Mental Health
- Mental Capacity Act 2005 – Mental Health Workers only
- First Aid In The Workplace
- Epilepsy
- Newborn Resuscitation - Maternity
- Cardiotocograph - Maternity
- Maternal Resuscitation - Maternity
- Person Centered Care
- Blue Light Driver Training - Paramedics
- Ionising Radiation – Radiographers
- Safeguarding Children Level 3 – A&E and Paediatrics
- Management of Anaphylaxis
- Learning Disabilities Awareness
- Tissue Viability
- Handling Medication and Avoiding Drug Errors Level 2 – Nurses,
Paramedics & Pharmacists
- Sepsis Awareness
- Rapid Tranquillisation
- NEWS2

4.1 The Caldicott Principles

The Caldicott review was commissioned due to the development of information technology and its capacity to disseminate information about patients/service users both rapidly and extensively. An essential component of the clinical consultation in the provision of health care is confidentiality. All healthcare workers must adhere to strict requirements with regard to the confidentiality of patients within their care.

However, information given about patients underpins the efficient operation of the NHS, and it is important that confidentiality does not impede the provision of effective patient care. Therefore, the Caldicott review devised protocols and recommendations which assume the appointment of a Caldicott Guardian who is created to safeguard and govern the users of patient information within NHS organisations. Caldicott Guardians are senior health professionals. You are required to familiarise yourself with the local policy on confidentiality within the establishment/NHS Hirer where you have been placed on assignment.

4.2 Clinical Governance

Clinical governance is about quality and assurance. It is the term we use to describe the things we do to help Hirers provide a quality service and assurances to the patients that is continually checked and improved upon. It is clinical governance that helps us to make the Hirer's visions and values an everyday reality. Whatever your job, when providing services to the Hirer, you have everything to do with clinical governance and assurance. As we are all working for the benefit of patients, clinical governance is and must be everybody's business. The Department of Health gives guidance for clinical governance on its web site at www.gov.uk/government/organisations/department-of-health

4.3 Data Protection

ID Medical (and its directors, officers, employees, workers and self-employed individuals) is required to adhere to the Data Protection Act 2018 – UK and General Data Protection Regulations. All information regarding patients and Hirers must therefore be protected and treated in the strictest confidence e.g.

- Personal data must only be accessed or viewed by authorised individuals
- Personal data must not be shared unnecessarily with other (unauthorised) individuals
- Personal data must not be copied or transferred to other devices
- Records must be maintained and updated professionally as these may be viewed by the individual concerned (Data Subject)

Further information on Data Protection see clause 7

Article 6 – Lawfulness of Processing – at least one of the following must be met in order to process personal data:

- Data subject gives consent for one or more specific purposes
- Processing is necessary to meet contractual obligations entered into by data subject
- Processing is necessary to comply with legal obligation of the controller
- Processing is necessary to protect the vital interests of the data subject
- Processing is necessary for tasks in the public interest or exercise of authority vested in the controller
- Processing is for the purposes of legitimate interests pursued by the controller

4.4 Working Time Regulations 1998 (WTR)

The WTR currently applies to all health and social care staff. This specifies that workers will not be expected to work more than 48 hours a week on average. Contractors are only exempt from regulations if they sign a voluntary waiver (opt-out). The opt-out is set out in ID Medical Group's Application Form.

You must ensure that you take sufficient rest periods during and between shifts.

4.5 Lone Worker Training

If a situation arises where you are required to work on your own with a member of the public, try and follow the suggestions below:

Always carry a means of contact, i.e. mobile phone or pager and let someone know where you are going, how long you will be, how you are getting there and getting back. If you are in a building on your own, use the door lock to ensure no one could enter the premises without your knowledge.

Make security staff aware you are in the premises. Before beginning your post, check the work place procedures.

4.6 COSHH

All Contractors have a duty to comply with 'The Control of Substances Hazardous to Health Regulations' a copy of our COSHH guidance is available on request.

Using hazardous substances can place people's health at risk. COSHH Regulations places a duty of care on all employers to control all exposures to hazardous and harmful substances and to all who may be exposed to or come into contact with such harmful substances through their work activities.

Hazardous substances are anything that can harm your health when you work with them if they are not properly controlled e.g. by using adequate ventilation, personal protective equipment, etc.

They are found in nearly all work places e.g. factories, shops, mines, farms and offices. They may include:

- Substances used directly in work activities - e.g. glues, paints, cleaning agents
- Substances generated during work activities - e.g. fumes from soldering and welding
- Naturally occurring substances e.g. grain dust, blood, bacteria

For the vast majority of commercial chemicals, the presence (or not) of a warning label will indicate whether COSHH is relevant. Remember that asbestos and lead are covered by separate laws. In the interest of health and safety, it is your responsibility to adhere to local Hirer policies and procedures.

Information giving guidance on hazardous chemicals, labelling, transportation, packaging and COSHH can also be found on the Health and Safety Executive web site at: <https://hse.gov.uk>

4.7 RIDDOR - Reporting Of Injuries, Disease & Dangerous Occurrences Regulations 1995

RIDDOR '95 requires the reporting of work related accidents, diseases and dangerous occurrences. It applies to all work activities, but not to all incidents. The information enables the enforcing authorities to identify where and how risks arise and to investigate serious accidents. The enforcing authorities can then help and advise you on preventive action to reduce injury, ill health and accidental loss — much of which is uninsurable.

Reporting accidents and ill health at work is a legal requirement. In the interest of health and safety, it is your responsibility to adhere to local Hirer policies and procedures.

Everyone, including Contractors has a duty to comply with the regulations.

RIDDOR requires you to report work related accidents; injuries and dangerous occurrences and you can do this either directly to The HSE (Health and Safety Executive) or to The Incident Control Centre.

Further guidance can be found on the RIDDOR web site at:

<https://hse.gov.uk/riddor>.

4.8 Equality, Diversity and Inclusion

ID Medical Group does not discriminate on any grounds, whether race, sex, sexual orientation, gender reassignment, disability, age, religion, philosophical belief, pregnancy or maternity, marital or civil partnership status, or other characteristics protected by the Equality Act 2010. To that end, by commencing an assignment through ID Medical Group, you also warrant that you will comply with your obligations under the Equality Act 2010. It is your responsibility to ensure that you are up to date with the latest legislation in relation to the Equality Act 2010.

4.9 Fire Procedures & Safety Regulations

Detailed local fire procedures are displayed by the Hirer and must be followed at all times. It is the duty of all Contractors to familiarise themselves with the local fire procedures that exist within their area of work. This includes undertaking practical onsite training.

4.10 Handling of Violence & Aggression

Violence, threats and abuse are unacceptable. This includes but is not limited to sexual and racial harassment, and threats to family and property. Violence and abuse are NOT part of the job. Managing violence, threats and abuse is the responsibility of all parties.

Organisations, managers, employees, Contractors and service users working together provide the best means to safer practice. Every Hirer should have a local policy that clearly sets out a code of practice that fits your job and where you work. A procedure should also be in place detailing what to do when an incident occurs or what to do if you think there is a risk. You should familiarise yourself with these policies and procedures.

If you have any concerns about the possibility of violence or aggression you should speak to your supervisor straight away. They will be able to advise and assist you with any concerns.

Further information and guidance can be found at the Violence Taskforce web site from the Department of Health.

4.11 Complaints Handling

In order to develop and maintain high standards within the healthcare industry, five principles of good complaints handling for service improvement are specified by the Department of Health. These are:

- Creating professional relationships
- Searching for the truth
- Communicating the truth
- Managing complaints handling
- Facilitating learning from complaints

Additionally:

- If you encounter any complaints, these should be referred to the complaints manager
- If a complaints manager is not available, you should find an appropriate member of staff who has had the correct complaints handling training
- Each Hirer will have local policies for complaints handling which should be obtained from your supervisor

Further information can be found at the Department of Health's web site.

4.12 Health & Safety

Whilst working as a Contractor through ID Medical Group, you have a statutory duty of care under The Health and Safety at Work Act (1974) to:

- Take reasonable care of your own health and safety and welfare, and that of others, who may be affected by your acts or omissions
- Comply with the rules and procedures as identified at your place of work
- Cooperate with management and others who have specific safety duties

Every Hirer should make Health and Safety information available to you including its policies, procedures, safe systems of work and risk assessments. You should familiarise yourself with these documents so that you have a good understanding of them. It is your legal responsibility to report any concerns you have about Health and Safety to a senior member of staff/Health and Safety Coordinator immediately, even if you are there for a single shift. Health and Safety is everyone's responsibility and your co-operation is a legal requirement.

4.13 Infection Control

Infection control measures are an important issue in your place of work. Every hospital will provide guidance on where wipes are stored and local procedures to be followed.

Below is a brief list of actions that will help control infection in your hospital or work place:

- Wash your hands before and after all procedures and dry them thoroughly
- Follow the hand washing procedure using hand wash gel. Ask a supervisor for gel if none is available. Wash your hands thoroughly with soap and water when your hands are visibly dirty
- Cover any cuts or bruises you may have with a waterproof dressing that have the potential to come in contact with other people
- Use appropriate rubber gloves if you suspect you will come in contact with blood, bodily fluids or open wounds
- Dispose of the used gloves appropriately
- Use an appropriate apron, facial mask and/or eye goggles should you suspect blood or bodily fluids may splash on you, immediately clearing any splashes
- Dispose of these apron items appropriately
- Clear up any spillages promptly and ask a supervisor to clarify the local procedures
- Dispose of needles and other sharps appropriately and ask a supervisor to clarify the local procedures

- If an incident occurs resulting in an injured person receiving open wounds, losing bodily fluids or blood, this should be reported immediately to a supervisor and an incident report completed
- Always observe local Hirer's policies and procedure on infection control

4.14 Information Governance

The law allows personal data to be shared between persons offering care directly to patients but protects confidentiality when data about them is used for other purposes.

NHS England has a central hub for sharing information.

The use of this system follows guidelines from the NHS Act 2006, The Health & Social Care Act 2012, The Data Protection Act and the Human Rights Act.

For candidates who hold a Smartcard, access will be enabled via the Hirer when your assignment commences and restricted again when the assignment is concluded.

4.15 Ionising Radiation

Ionising radiation occurs as either electromagnetic rays (such as X-rays and gamma rays) or particles (such as alpha and beta particles). It occurs naturally (e.g. from the radioactive decay of natural radioactive substances such as radon gas and its decay products) but can also be produced artificially.

People can be exposed externally to radiation from a radioactive material, or a generator such as an X-ray set, or internally, by inhaling or ingesting radioactive substances.

Wounds that become contaminated by radioactive material can also cause radioactive exposure.

If you are required to conduct a medical x-ray, or request an x-ray, you should have received specific training in radiation protection (this is a legal requirement).

You will need to produce evidence of the appropriate certificate. Please check with a Hirer representative if you have any questions about ionizing radiation.

4.16 Manual Handling

It is your responsibility, under current legislation, to take reasonable care for your own safety and that of colleagues or patients, whilst handling people or loads.

It is also your responsibility to use all equipment in accordance with training and instructions received and to comply with existing policies on handling.

You should not lift loads above the safe level you have been trained to lift.

Risks you should be aware of:

- Lifting patients
- Working in an awkward, unstable or crouched position
- Lifting loads at arm's length
- Lifting with a starting (or finishing) position near the floor, or overhead or at arm's length
- Lifting an uneven load with the weight mainly on one side
- Handling an uncooperative or falling patient
- You should consider the risks involved in any manual handling exercise; you should also follow the basic handling rules in every case
- Prolonged loading of the spine should be avoided
- Any heavy work done with the spine rotates or laterally flexed is dangerous. Loads for lifting should always be held close to the body
- Never lift in front of the knees or to one side of them; lift between the knees
- The vertical 'dead lift' must be avoided. Seek assistance if you cannot move the load safely
- If you are a pregnant employee report any concerns you have and seek assistance
- Use appropriate moving and handling, or lifting aids and report any shortfalls or defects to the appropriate manager
- The following web sites offer further guidance and advice on lifting and handling alongside other health issues:
 - NHS — Back in work
 - NHS Plus — Manual handling Health and Safety Executive
- Always lift within the area of stability dictated by foot position and never risk a handling movement when off balance

4.17 Basic Life Support/Advanced Life Support

All personnel dealing with patients must undertake a Basic Life Support course annually or Advanced Life Support 4 yearly. As set out by all framework agreements and NHS Policies, the course must be covered by the Resuscitation Council Guidelines.

Your course content must cover:

- The Theory of Resuscitation
- Incident Management
- Rescue Breathing
- Recovery Position
- Cardio Pulmonary Resuscitation (CPR)

It is your responsibility to provide ID Medical Group evidence of attendance of a recent BLS training course. If you are unable to do this, please speak with your recruitment consultant who may be able to place you onto the next ID Medical Group BLS training days.

As well as the BLS, Candidates working with Children and or Infants must also provide evidence of a Paediatric Life Support (PLS) or Neonatal Life Support (NLS).

5. Professional Code of Conduct

5.1 General

ID Medical Group values the contribution that our Contractors bring to our organisation. We ask that at all times you act in a professional, courteous and responsible manner when undertaking assignments through ID Medical Group.

5.2 Risk Incident Reporting

It is a requirement that ID Medical Group Contractors are aware of Risk Management Policies and are able to report incidents in line with the Hirer's Health and Safety Policy.

Hazard means anything that can cause harm (e.g. chemicals, electricity, and equipment).

Risk is the chance, whether high or low, that somebody will be harmed by the hazard. You need to look for hazards. Decide who might be harmed and how. Evaluate the risk and decide upon any steps which can be safely taken to eliminate or reduce the risk of harm.

Report the incident to your supervisor or designated health and safety officer, follow up and check that action has been taken to eliminate or reduce the risk. If this has not taken place, report again to your supervisor or designated health and safety officer.

Further guidance on Risk Management can be found on the Health and Safety Executive at:

<https://hse.gov.uk/simple-health-safety/risk/index.htm>

Source of reference - The Health and Safety Executive

5.3 Safeguarding Children and Young People: Roles and Competences for Health Care Staff

To protect children and young people from harm, all health staff must have the competences to recognise child maltreatment and to take effective action as appropriate to their role. They must also clearly understand their responsibilities, and should be supported by their employing organisation to fulfil their duties.

In 2006 the Royal Colleges and professional bodies jointly published the report “Safeguarding Children and Young People: roles and competences for health care staff”. The document described six levels of competences and provided model role descriptions for named and designated professionals. Since that time, reviews across the UK have reinforced the need to further improve the safeguarding skills and understanding of health staff, and to improve access to safeguarding training.

It is the responsibility of all those involved in working with Children and Vulnerable People to be aware of the recommendations set out in the Feb 2012 Savile Report, Every Child Matters Policy and the Safeguarding Vulnerable Groups Act 2006.

As an agency we will endeavour to communicate any changes in legislation via e-mail/post however you must also ensure you are keeping yourself up to date with any changes that may come into effect. You can visit these pages to ensure you have the most up to date information.

Safeguarding Vulnerable Groups Act 2006:

<http://legislation.gov.uk/ukpga/2006/47/contents>

There is a separate Policy available, if you would like a copy, please speak with your Recruitment Consultant.

5.4 The Duty of Candour Act 2014

The new statutory duty of candour was introduced for NHS bodies in England (Trusts, foundation trusts and special health authorities) from 27 November 2014, and will apply to all other care providers registered with CQC. It is about openness and transparency.

Contractors who are used to having candid discussions with their patients, are most likely to be the organisation's representative under the statutory duty. It is important that you cooperate with your organisation's policies and procedures, including the requirement to alert the organisation when a notifiable patient safety incident occurs.

An area of difficulty may be deciding whether an incident reaches the threshold for notification under the statutory duty. This may be confusing, as the threshold is low for the Contractors' ethical duty (any harm or distress caused to the patient) while the thresholds for the contractual and statutory duties are higher and slightly different (with the inclusion of prolonged psychological harm in the statutory duty).

Where an organisation's clinical governance procedures for reporting and investigating incidents are followed, it is unlikely that a notifiable patient safety incident will be overlooked. And in any event, Contractors must always follow their ethical duty, irrespective of whether the statutory duty applies.

5.5 Fraud Awareness

Contractors are encouraged to report suspicions of fraud and/or corruption. All Contractors can be confident that any reasonably held suspicions will be taken seriously and they will not suffer in any way as a result of reporting them. Please familiarise yourself with the Hirer's fraud awareness policy. If relevant, ID Medical Group's policy is available if required, please ask your consultant for a copy.

5.6 Whistleblowing

The Public Interest Disclosure Act 1998 amended the Employment Rights Act 1996 to provide protection for workers who raise legitimate concerns about specified matters. These are called “qualifying disclosures”. A qualifying disclosure is one made by a member of staff who has a reasonable belief that the disclosure is in the public interest and tends to show that one of following has occurred, is occurring, or is likely to occur:

- A criminal offence
- A miscarriage of justice
- An act creating risk to health and safety
- An act causing damage to the environment
- A breach of any other legal obligation or
- Concealment of any of the above

Workers who make such a disclosure have the right not to be dismissed, subjected to any other detriment, or victimised, because they have made the disclosure. You are required to familiarise yourself with any policy of the Hirer in relation to whistleblowing and their applicable procedures for disclosures.

5.7 National Early Warning Score (NEWS)

The NEWS is based on a simple NHS scoring system in which a score is allocated to measure the severity of acutely ill patients. The scores are based on six parameters:

- Respiratory Rate
- Oxygen Saturations
- Temperature
- Systolic blood Pressure
- Pulse Rate
- Level of Consciousness

The underlying rationale for the use of NEWS is to encourage a standardised approach across the NHS.

If you are not familiar with the NEWS standards, ID Medical Group can recommend an online course you can undertake to ensure you are compliant in this area.

You can undertake a free online course at: <https://news.ocbmedia.com>

5.8 Patient Safety Alerts

It is the worker's responsibility to ensure they are familiar with NHS Policies and Procedures in relation to the NHS Patients Safety Alert System. This is the central system set up to report patient safety alerts, including the yellow card system set up to report adverse drug reactions (ADR), public health reports and access any safety or critical information.

This can be found at:

<https://yellowcard.mhra.gov.uk> and/or <https://cas.mhra.gov.uk/Home.aspx>

6. Occupational Health

6.1 Needle-stick Injuries

On arrival to your placement please ensure you are familiar with the Hirer's policies and procedures regarding needle-stick injuries. In the event that you sustain a needle stick injury, please be aware of the immediate actions you are required to take. These may include, but are not limited to, attendance at the nearest A&E or Occupational Health department to commence best practice regimes in accordance with any local policy.

Please be aware of the sharps policies and the safe handling of waste, both clinical and non-clinical.

6.2 Healthcare Associated Infections

Please ensure that you are familiar with all national and local best practice protocols with regards to the prevention of Hospital acquired infections. It is your professional responsibility to ensure best practice is adhered to at your place of work.

6.3 Pregnancy (PAYE Contractors only)

We will require a MAT B 1 form detailing your expected date of delivery and will then be able to advise you of your rights to statutory maternity benefits, as well as health advice whilst working through your pregnancy.

6.4 Pregnancy

Female workers will be expected to notify ID Medical Group if she is or becomes pregnant, has given birth within the previous 6 months or is breastfeeding. This is to ensure the relevant health and safety measures have been put into place whilst on assignment.

6.5 Changes to your Health

All contractors will be expected to notify ID Medical Group if there are any changes to their current health and or medication. This is to ensure that correct procedures and relevant health and safety measures have been put into place whilst on assignment and any other risk assessments have been undertaken to ensure that you are fully supported. Any declaration disclosed to ID Medical Group will be handled discreetly and in line with the Equality Act 2010.

<https://gov.uk/government/publications/equality-act-guidance>

7. References

Access NI

<https://nidirect.gov.uk/campaigns/accessni-criminal-record-checks>

Access NI Code of Practice

<https://nidirect.gov.uk/publications/accessni-code-practice>

Access NI Privacy Notice

<https://justice-ni.gov.uk/publications/ani-privacy>

Care Inspectorate <https://careinspectorate.com>

Child Protection in Scotland

<https://learning.nspcc.org.uk/child-protection-system/scotland>

Care Quality Commission <https://cqc.org.uk>

Data Protection <https://ico.org.uk/for-organisations/guide-to-data-protection>

Department of Health & Social Care

<https://gov.uk/government/organisations/department-of-health-and-social-care>

Disclosure and Barring Service (DBS)

<https://gov.uk/government/organisations/disclosure-and-barring-service/about>

DBS Code of Practice

<https://gov.uk/government/publications/dbs-code-of-practice>

Forgery & Counterfeiting Act 1981

<https://legislation.gov.uk/ukpga/1981/45>

Fraud Act 2006 <https://legislation.gov.uk/ukpga/2006/35/contents>

GMC <https://gmc-uk.org>

GpHC <https://pharmacyregulation.org>

HCPC <https://hcpc-uk.org>

Health & Social Care Directorates (Scotland)

<https://sehd.scot.nhs.uk/aboutus.html>

Home Office

<https://gov.uk/government/organisations/home-office>

Home Office Police Checks

<https://gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>

HSE <https://hse.gov.uk>

Information Commissioners office <https://ico.org.uk>

NHS Employers <https://nhsemployers.org>

NICE Guidelines <https://nice.org.uk>

NMC <https://nmc.org.uk>

Prevention of Illegal Working

<https://gov.uk/government/collections/employers-illegal-working-penalties>

PVG Scheme <https://mygov.scot/pvg-scheme>

PVG Code of Practice <https://mygov.scot/disclosure-code-of-practice>

RIDDOR <https://hse.gov.uk/riddor>

Regulation and Quality Improvement Authority <https://rqia.org.uk>

Safeguarding Vulnerable Groups Act 2006

<https://legislation.gov.uk/ukpga/2006/47/contents>

Scottish Patient Safety Programme

<https://ihub.scot/improvement-programmes/scottish-patient-safety-programme-spsp>

Skills for Health <https://skillsforhealth.org.uk>

Data Protection Officer:

Mike Baldwin: DPO@id-medical.com

ICO Registration Number: Z1453756

REC Membership Number: 00062149

Care Inspectorate Reg Number: CS2016350820

RQIA Reg Number: 020545

Terms of Engagement: PAYE

ID Medical Group Limited, a company incorporated in England & Wales (registration number 03829536) of Unit 2, Mill Square, Featherstone Road, Wolverton Mill, Milton Keynes, England, MK12 5ZD (“ID Medical”), acting as an employment business as defined by section 13(3) of the Employment Agencies Act 1973, agrees to engage the Contractor and the Contractor agrees to provide services to ID Medical’s Hirers, subject to this Agreement and on the terms of any relevant Confirmation of Assignment Form. Together ID Medical and the Contractor shall be the “parties”.

1. DEFINITIONS

1.1 In this Agreement, the following definitions apply:

“Contractor” means the person introduced by ID Medical to work on Assignments.

“Assignment” means the period of time during which the Contractor is engaged by ID Medical to render services to the Hirer, in accordance with a relevant Confirmation of Assignment Form.

“Hirer” means the person, firm or corporate body together with any subsidiary or associated company as defined by the applicable Companies Act legislation requiring the services of the Contractor.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Loss” and **“Losses”** means all losses, liabilities, damages, costs, expenses and charges whether direct, indirect, special or consequential (including without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees), including such items arising out of or resulting from actions, proceedings, claims and demands.

“Type of Work” means Assignments at all levels and all grades related to healthcare to include, but not limited to, the roles of locum doctors, nurses, care assistants, allied health professionals, health science services and clerical staff.

“WTR” means the Working Time Regulations 1998.

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 the Agreement are for convenience only and do not affect their interpretation.

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement).

2. THE AGREEMENT

2.1 This Agreement together with ID Medical's Application Form and all applicable Confirmation of Assignment Forms constitutes a contract for services between ID Medical and the Contractor and governs all Assignments undertaken by the Contractor at the request of ID Medical. No contract shall exist between the parties between Assignments. This Agreement shall be deemed to be accepted upon signature by the Contractor of ID Medical's Application Form or upon commencement of an Assignment, whichever event is the earlier.

2.2 No variation or alteration to this Agreement shall be valid unless agreed between ID Medical and the Contractor. The details of any variation shall be notified to the Contractor by ID Medical in writing and such document shall state the date on or after which such varied terms shall apply.

3. PROVISION OF ASSIGNMENTS

3.1 ID Medical will endeavour to obtain suitable Assignments for the Contractor. ID Medical is under no obligation to offer Assignments to the Contractor and the Contractor is under no obligation to accept any Assignment offered by ID Medical. The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that the suitability of the work to be offered shall be determined by ID Medical and ID Medical shall incur no liability to the Contractor should it fail to offer Assignments of the Type of Work or any other work.

3.2 At the same time as an Assignment is offered, ID Medical shall provide the Contractor with a Confirmation of Assignment Form setting out information about the Assignment and the Hirer in the form attached as Schedule 1.

3.3 No probationary period applies to the Contractor's engagement by ID Medical.

4. RELATIONSHIP BETWEEN THE PARTIES

4.1 For the avoidance of doubt, neither this Agreement nor any Confirmation of Assignment shall give rise to a contract of employment between ID Medical and the Contractor. The Contractor is not an employee of ID Medical, although ID Medical is required to make statutory deductions from the Contractor's remuneration in accordance with clause 7.1. The Contractor shall not hold himself out as an employee of either ID Medical or the Hirer.

4.2 In the event that any person should seek to establish any liability or obligation upon ID Medical on the grounds that an Contractor is an employee or a worker of ID Medical or the Hirer, the Contractor shall, upon demand, indemnify ID Medical and keep it indemnified in respect of any such liability or obligation and any related Loss which ID Medical or the Hirer shall incur.

5. OBLIGATIONS OF THE CONTRACTOR

5.1 The Contractor warrants that by entering into, and performing his/her obligations under this Agreement and any Confirmation of Assignment, the Contractor will not be in breach of any obligation which the Contractor owes to any third party; and he/she has the legal right to work in the UK.

5.2 If the Contractor accepts an Assignment, he/she agrees:

5.2.1 To co-operate with the Hirer's reasonable instructions within the scope of the Assignment and accept the direction, supervision and control of any responsible person in the Hirer's organisation, including but not limited to the completion and renewal of all mandatory criminal records checks and accreditations.

5.2.2 Not to engage in any conduct detrimental to the interests of ID Medical or the Hirer which includes any conduct tending to bring ID Medical or the Hirer into disrepute or which results in the loss of custom or business.

5.2.3 To comply with any statutory or other reasonable rules or obligations of the Hirer including, but not limited to, those relating to health and safety during the Assignment to the extent that they are applicable to him/her while performing the Assignment(s) and to take all reasonable steps to safeguard his/her own safety, and the safety of any other person who may be affected by his/her actions on the Assignment.

5.2.4 In the event that the Contractor has a right to work in the UK covered by a social security scheme in a Member State other than the UK, to pay such social fee contributions as may be applicable in the Member State concerned. In the event that ID Medical is required to pay contributions in the Member State concerned or in the UK, the Contractor undertakes to indemnify ID Medical for the same and ID Medical will be entitled to deduct the amount paid in contributions from any sums owed by way of remuneration to the Contractor.

5.2.5 To notify ID Medical of any reason why he/she may not be suitable for an Assignment without delay whether before or during the Assignment.

5.2.6 To notify ID Medical immediately if you are convicted of a criminal offence, if any allegation of criminal conduct has been made against you, or if you become involved in any police investigation.

5.2.7 To notify ID Medical at least one hour before their agreed start time if they are unable to work on an agreed Assignment. If this is not possible, the Contractor should inform the Hirer and then ID Medical as soon as possible.

5.2.8 You must abide by your obligations of confidentiality in accordance with section 3.15 of the Induction Handbook. You must also not do or say anything which may bring ID Medical or the Hirer into disrepute. This includes the publication of critical, disparaging or derogatory comments, whether in writing or electronically via social media.

5.3 The Contractor acknowledges that any breach of his/her obligations set out in this clause may cause ID Medical to suffer Loss and that ID Medical reserves the right to recover such Loss from the Contractor.

6. TIMESHEETS

6.1 The Contractor shall deliver to ID Medical the ID Medical timesheet duly completed to indicate the number of hours worked by the Contractor during the period of the timesheet and signed by an authorised representative of the Hirer. The Contractor is responsible for having their timesheet properly authenticated by the Hirer.

6.2 Where the Contractor fails to submit a timesheet properly authenticated by the Hirer, ID Medical shall, in a timely fashion, conduct further reasonable investigations to enable it to satisfy itself that the Contractor worked for the particular period in issue (whether or not such investigation entails consideration of the reasons, if any, that the Hirer has refused to produce such verification). This may delay any payment due to the Contractor until ID Medical can be satisfied that the Contractor carried out the stated hours of work. ID Medical shall not make payment to the Contractor for work not carried out.

6.3 The Contractor acknowledges and accepts 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

7.1 ID Medical shall pay remuneration to the Contractor calculated at the rate set out in the Confirmation of Assignment Form, subject to deductions in respect of PAYE pursuant to sections 44-47 ITEPA and primary Class 1 National Insurance Contributions and any other deductions which ID Medical may be required by law to make. The minimum rate of remuneration shall be no less than the minimum rate of pay applicable under the National Minimum Wage legislation. The Contractor shall not be entitled to reimbursement of expenses unless otherwise agreed.

7.2 Subject to the Contractor complying with the provisions of clause 6.1, ID Medical shall pay the Contractor for all hours or days worked by the Contractor regardless of whether ID Medical has received payment from the Hirer for those hours.

7.3 Subject to any statutory entitlement under any relevant legislation as referred to in clause 8, the Contractor is not entitled to receive payment from ID Medical or the Hirer for time not spent on an Assignment, whether in respect of holidays, illness, annual leave or absence for any other reason unless otherwise agreed. The Contractor is not entitled to any benefits unless otherwise specified.

7.4 In the unlikely event of an overpayment being made to you, ID Medical reserves the right to recover the value of the overpayment from subsequent payments to the Contractor.

8. STATUTORY ENTITLEMENTS

8.1 The Contractor is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement is 5.6 weeks' paid annual leave, subject to a maximum of 28 days.

8.2 The amount of payment which the Contractor will receive in respect of annual leave will be calculated in accordance with and paid in proportion to the number of hours which the Contractor has worked on Assignment during the leave year (which runs from 1 January to 31 December). This will be paid along with the Contractor's hourly pay. The amount of this holiday pay will be itemised on the Contractor's pay slip. The Contractor agrees that ID Medical may off-set the amount of holiday pay already paid to the Contractor against any claim for holiday pay by the Contractor for leave during an Assignment, upon termination of an Assignment, or otherwise. The Contractor is not entitled to any other paid leave.

8.3 ID Medical reserves the right to ask you to complete training as may be required from time to time.

8.4 If the Contractor is deemed to be an Agency Worker as defined in the AWR during an Assignment the Contractor is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, and any Confirmation of Assignment Form will be deemed to be varied to take into account such entitlements under the AWR.

8.5 For the avoidance of doubt, the Contractor's working time under the WTR shall only consist of those periods during which he/she is carrying out duties or activities for the Hirer during an Assignment. Time spent travelling to the Hirer's premises, lunch breaks and other rest breaks shall not count as part of the Contractor's working time for these purposes.

9. TERMINATION

9.1 An Assignment may be terminated by the Contractor by giving ID Medical the period of notice specified in the relevant Confirmation of Assignment Form, in writing.

9.2 Notwithstanding clause 9.1 above, ID Medical or the Hirer may without notice and without liability terminate an Assignment at any time without prior notice or liability, save for payment for hours worked by the Contractor up to the date of termination of the Assignment.

9.3 The Contractor acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between ID Medical and the Hirer. In the event that the contract between ID Medical and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor, save for payment for hours worked by the Contractor up to the date of termination of the Assignment.

9.4 If the Contractor is unable to attend work during the course of an Assignment and does not inform ID Medical or the Hirer in accordance with the Confirmation of Assignment Form, this will be treated as immediate termination of the Assignment by the Contractor unless the Contractor can show that exceptional circumstances prevented him/her from complying with the Confirmation of Assignment Form.

9.5 If the Contractor has failed to keep their mandatory documentation up to date, including but not limited to their criminal records checks, the Assignment will be cancelled with immediate effect and the Contractor will not be entitled to receive any further payments in relation to any period of the Assignment save for payment for hours worked by the Contractor up to the date of termination of the Assignment. The Contractor will not be eligible to undertake any future Assignment until they can provide proof of valid and unexpired mandatory documents.

10. SEVERABILITY

If any of the provisions herein are found to be unenforceable, such provision shall be severed from the remaining terms, which continue to be valid to the extent permitted by the law.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

12. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall only apply to this agreement in relation to provisions for the benefit of the Hirer and no person other than parties (or their permitted assignees) or the Hirer shall have any rights under it.

Terms of Engagement: Limited/Personal Service Company (PSC)

ID Medical Group Limited, a company incorporated in England & Wales (registration number 03829536) of Unit 2, Mill Square, Featherstone Road, Wolverton Mill, Milton Keynes, England, MK12 5ZD (“ID Medical”), acting as an employment business as defined by section 13(3) of the Employment Agencies Act 1973, agrees to engage the Contractor and the Contractor agrees to provide services to ID Medical’s Hirers, subject to this Agreement and on the terms of any relevant Confirmation of Assignment Form. Together ID Medical and the Contractor shall be the “parties”.

1. DEFINITIONS

1.1 In this Agreement, the following definitions apply:

“Assignment” means the services to be performed by the Worker for a period of time during which the Contractor is engaged by ID Medical to render services to the Hirer, in accordance with a relevant Confirmation of Assignment Form.

“Contractor” means the personal service/limited company (PSC) introduced by ID Medical to render services to the Hirer.

“Hirer” means the person, firm or corporate body together with any subsidiary or associated company as defined by the applicable Companies Act legislation requiring the Contractor’s Services.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Loss” and **“Losses”** means all losses, liabilities (including without limitation any liability to any tax), damages, costs, expenses and charges whether direct, indirect, special or consequential (including without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees), including such items arising out of or resulting from actions, proceedings, claims and demands.

“Worker” means the employee, officer or other representative of the Contractor, which the Contractor shall supply to ID Medical to render services to the Hirer during an Assignment.

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 the Agreement are for convenience only and do not affect their interpretation.

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement).

2. THE AGREEMENT

2.1 This Agreement together with ID Medical's Application Form and all applicable Confirmation of Assignment Forms constitute the entire agreement between ID Medical and the Contractor and governs all Assignments undertaken by the Contractor and the Worker at the request of ID Medical. No contract shall exist between the parties between Assignments. This Agreement shall prevail over any terms put forward by the Contractor. This Agreement is deemed to be accepted by the Contractor upon signature by the Contractor of ID Medical's Application Form or upon commencement of an Assignment by the Contractor, whichever event is the earlier.

2.2 No variation or alteration to this Agreement shall be valid unless agreed between ID Medical and the Contractor. The details of any variation shall be notified to the Contractor by ID Medical in and such document shall state the date on or after which such varied terms shall apply.

3. PROVISION OF ASSIGNMENTS

3.1 ID Medical will endeavour to obtain suitable Assignments for the Contractor. ID Medical is under no obligation to offer Assignments to the Contractor and the Contractor is under no obligation to accept any Assignment offered by ID Medical. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any Assignments.

3.2 Subject to clause 6, the Contractor's obligation to perform services during an Assignment shall be performed by the Worker named in the relevant Confirmation of Assignment Form.

3.3 The suitability of the work to be offered shall be determined by ID Medical and ID Medical shall incur no liability to the Contractor or the Worker should it fail to offer Assignments.

3.4 At the same time as an Assignment is offered, ID Medical shall provide the Contractor with a Confirmation of Assignment Form setting out information about the Assignment in the form attached as Schedule 1.

4. RELATIONSHIP BETWEEN THE PARTIES

4.1 During an Assignment, the Contractor will be engaged on a contract for services by ID Medical on the terms of this Agreement and the relevant Confirmation of Assignment Form. For the avoidance of doubt, this Agreement shall not be construed as a contract of employment between any Worker or representative of the Contractor supplied to carry out the Assignment, and either ID Medical or the Hirer. The Contractor shall ensure that no Worker shall hold himself out as an employee of either ID Medical or the Hirer.

4.2 The Contractor acknowledges that it supplies its services to ID Medical as an independent Contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to any Worker (including but not limited to the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Contractor.

4.3 Any liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor. In the event that any person should seek to establish any liability or obligation upon ID Medical on the grounds that the Worker is an employee or a worker of ID Medical or the Hirer, the Contractor shall, upon demand, indemnify ID Medical and keep it indemnified in respect of any such liability or obligation and any related Losses which ID Medical or the Hirer shall incur.

4.4 The Contractor acknowledges that that no Worker is an Agency Worker as defined under the Contractors Regulations 2010 (AWR) and that the AWR do not apply in relation to this Agreement or any Assignment.

4.5 In the event that ID Medical is required by law to provide information about the Worker, the Contractor will provide all information requested as soon as reasonably practicable, and not later than 10 working days after ID Medical's request.

5. UNDERTAKINGS OF THE CONTRACTOR

5.1 The Contractor warrants to ID Medical that:

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

5.1.2 It is not and undertakes that it will not become a managed service company ("MSC") as defined in section 61B of the ITEPA but that it is a PSC;

5.1.3 The Worker has a material interest in the Contractor (as defined by section 51 ITEPA) which includes holding more than 5% of the shares in the Contractor.

5.1.4 Its Workers have the necessary skills and qualifications to perform the Assignments;

5.1.5 Its Workers have the legal right to work in the UK and will, on request, provide ID Medical with any and all documents for the purposes of photocopying, which confirm a Worker's right to work in the UK.

5.1.6 It will comply at all times with ITEPA and any legislation relating to National Insurance contributions ("NICs Legislation"), including in particular in relation to the deduction of appropriate PAYE and national insurance contributions in relation to payments made to the Worker;

5.1.7 It is not incorporated or registered or resident for tax purposes in a jurisdiction outside the UK;

5.1.8 It will pay all tax liabilities arising on the Contractor, including, but not limited to corporation tax and VAT;

5.1.9 It will provide ID Medical with all such information it may require to comply with any reporting requirements ID Medical has under s.716B ITEPA; and

5.1.10 If required by law to be registered, it will become registered and will remain registered for Value Added Tax (VAT) and will notify ID Medical of such registration. In the event of the Contractor no longer being registered for VAT it will inform ID Medical immediately.

5.2 The warranties and undertakings of the Contractor in clause 5.1 are given on a continuing basis and are deemed to be given by the Contractor during each Assignment by the Worker. If the Contractor is unable at any time during an Assignment to give such warranties it shall inform ID Medical immediately. The Contractor shall indemnify ID Medical and keep it indemnified in respect of any related Loss which ID Medical or the Hirer shall incur as a result of such breach of warranty.

6. OBLIGATIONS OF THE CONTRACTOR

6.1 The Contractor agrees on its own part and on behalf of the Worker if it accepts an Assignment:

6.1.1 To co-operate with the Hirer's reasonable instructions within the scope of the Assignment and not to engage in any conduct detrimental to the interests of ID Medical or the Hirer which includes any conduct tending to bring ID Medical or the Hirer into disrepute or which results in the loss of custom or business.

6.1.2 To comply with any statutory or other reasonable rules or obligations of the Hirer including, but not limited to, those relating to health and safety during the Assignment to the extent that they are applicable to them while performing the Assignment(s) and to take all reasonable steps to safeguard its own safety, the safety of the Worker and the safety of any other person who may be affected by its actions on the Assignment, including but not limited to the completion and renewal of all mandatory checks and accreditations for the Worker, such as any criminal records checks.

6.1.3 To notify ID Medical immediately if the Worker is alleged to have committed a criminal offence, is convicted of a criminal offence, or is otherwise involved in any police investigation.

6.1.4 To furnish the Hirer and/or ID Medical with any progress reports relating to the Assignment as may be requested from time to time.

6.1.5 To, in the event that the Worker having a right to work in the UK covered by a social security scheme in a Member State other than the UK, ensure that it or the Worker will pay such social fee contributions as may be applicable in the Member State concerned. In the event that ID Medical is required to pay contributions in the Member State concerned or in the UK, the Contractor undertakes to indemnify ID Medical for the same.

6.1.6 To use best endeavours to supply the services on Assignment in a professional manner and to a high standard of workmanship at all times.

6.1.7 To provide at its own cost all such necessary equipment as is reasonable for the adequate performance by the Worker of the services on Assignment.

6.1.8 To notify ID Medical forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.

6.1.9 To abide by their obligations of confidentiality, and to ensure the Worker complies with their obligations of confidentiality, in accordance with section 3.15 of the Induction Handbook. The Contractor must not do or say anything which may bring ID Medical or the Hirer into disrepute and must use their influence over the Worker to prevent such comments from being made. This includes the publication of critical, disparaging or derogatory comments, whether in writing or electronically via social media.

6.2 Subject to 6.1.1 the Contractor shall have reasonable autonomy in relation to determining the method of performance of the services but in doing so it shall co-operate with the Hirer and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Hirer.

6.3 If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why its assigned Worker may not be suitable for an Assignment, the Contractor shall notify ID Medical without delay.

6.4 Subject to the prior written approval of the Hirer, the Contractor shall be entitled to assign or sub-contract the performance of the services on Assignment provided that ID Medical and the Hirer are reasonably satisfied that the assignee or sub-Contractor has the required skills, qualifications, resources and personnel to provide the services to the required standard and that the terms of any assignment or sub-contract contain the same obligations imposed by this Agreement. The Contractor shall ensure that any Worker, sub-Contractor or assignee are not and shall not become an MSC and that they are PSCs which are compliant in all respects with ITEPA and NICs Legislation.

6.5 Save as otherwise stated in this Agreement, the Contractor shall be entitled to supply its services to any third party during the term of this Agreement provided that this does not compromise and is not to the detriment of the supply of its services to the Hirer.

7. TIMESHEETS AND INVOICING

7.1 The Contractor shall, or shall procure that the Worker shall, deliver to ID Medical the ID Medical timesheet duly completed to indicate the number of hours worked by the Worker during the period of the timesheet and signed by an authorised representative of the Hirer. The Contractor is ultimately responsible for having the timesheet properly authenticated by the Hirer.

7.2 Where the Contractor or Worker fails to submit a timesheet properly authenticated by the Hirer, ID Medical shall, in a timely fashion, conduct further reasonable investigations to enable it to satisfy itself that the Worker worked for the particular period in issue (whether or not such investigation entails consideration of the reasons, if any, that the Hirer has refused to produce such verification). This may delay any payment due to the Contractor until ID Medical can be satisfied that the Contractor or Worker carried out the stated hours of work. ID Medical shall not make payment to the Contractor for work not carried out.

7.3 The Contractor acknowledges and accepts 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.

8. INVOICING AND SELF-BILLING

8.1 Subject to clause 8.3, where the Contractor is registered for VAT, the Contractor undertakes to enter into a self-billing agreement with ID Medical in the form attached as Schedule 2 (the “Self-Billing Agreement”) and undertakes to renew the self-billing agreement on request. Where ID Medical has a current self-billing agreement with the Contractor, the Contractor will normally receive payment from ID Medical within three working days (not including public holidays) of receipt of the Worker’s properly completed and authorised timesheet.

8.2 In the event that a request for a Self-Billing Agreement has been made but no Self-Billing Agreement has been received by ID Medical, the Contractor will normally receive payment from ID Medical for the amount due to the Contractor net of VAT within three working days (not including public holidays) of receipt of the Worker’s properly completed and authorised timesheet and of the VAT on that payment within three working days (not including bank holidays) of receipt of a valid UK VAT invoice with regard to the Assignment of the Worker.

8.3 If within five working days of this agreement (not including bank holidays) the Contractor informs ID Medical in writing that it does not wish to enter in a Self-Billing Agreement then no payment will be made to the Contractor unless the timesheet submitted is accompanied by a valid VAT invoice from the Contractor for the amount due from ID Medical to the Contractor for the hours worked by the Worker plus VAT. Such invoice should bear the Contractor’s name, company registration number and VAT number, the name of the Worker, and should state any VAT due on the invoiced sum. The Contractor will normally receive payment from ID Medical within three working days (not including public holidays) of receipt of the Worker’s properly completed and authorised timesheet and valid VAT invoice.

8.4 All payment due from ID Medical related to an Assignment will be made to the Contractor and not to any third party or Worker or any sub-Contractor or assignee.

9. FEES

9.1 The fee payable by ID Medical to the Contractor for an Assignment shall be at the rate set out in the Confirmation of Assignment Form. The minimum rate of remuneration shall be no less than the minimum rate of pay applicable under the National Minimum Wage legislation. The Contractor shall not be entitled to reimbursement of expenses unless otherwise agreed.

9.2 Subject to the Contractor complying with the provisions of clause 7.1 and clause 8, ID Medical shall pay the Contractor for all hours or days worked by the Worker regardless of whether ID Medical has received payment from the Hirer for those hours.

9.3 ID Medical shall not be obliged to pay the Contractor for any periods during which the Contractor's Services are not being provided under an Assignment.

9.4 In the unlikely event of an overpayment being made to you, ID Medical reserves the right to recover the value of the overpayment from subsequent payments to the Contractor.

10. TERMINATION

10.1 An Assignment may be terminated by either ID Medical or the Contractor by giving the other party in writing the period of notice specified in the relevant Confirmation of Assignment Form.

10.2 Notwithstanding clause 9.1 above, ID Medical may without notice and without liability terminate an Assignment at any time, where:

10.2.1 The Contractor has committed any serious or persistent breach of any of its obligations under this Agreement;

10.2.2 The Hirer reasonably believes that the Contractor or Worker has not observed any condition of confidentiality applicable to the Contractor and Worker from time to time;

10.2.3 For any reason the Contractor or Worker proves unsatisfactory to the Hirer or the Worker unsuitable;

10.2.4 The Contractor or the Hirer becomes insolvent, dissolved or subject to a winding up petition;

10.2.5 Any Worker or other member of the Contractor's staff is suspected of any fraud, dishonesty or serious misconduct, or convicted of a criminal offence;

10.2.6 The Worker is unable to perform an Assignment;

10.2.7 ID Medical suspects or believes that the Contractor has not complied with the requirements of ITEPA or the NICs Legislation.

10.3 Failure by the Contractor to give notice of termination as required by clause 9.1 shall constitute a breach of contract and shall entitle ID Medical to claim damages from the Contractor for any Loss suffered by ID Medical.

10.4 The Contractor acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between ID Medical and the Hirer. In the event that the contract between ID Medical and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.

11. CONTRACT MONITORING AND AUDITS

11.1 ID Medical reserves the right to audit the Contractor on an ad hoc basis to ensure compliance with the Agreement and all statutory requirements in relation to the Worker who has worked on Assignments, including but not limited to ITEPA and the NICs legislation.

11.2 To assist ID Medical in its audit, the Contractor will maintain such records as are necessary to comply with this Agreement and all statutory requirements in relation to the Worker, and will provide copies of the same to ID Medical on request. The Contractor will provide ID Medical with access to its premises and original records relating to the Worker.

12. LIABILITY AND INDEMNITY

12.1 The Contractor shall:

12.1.1 Be liable for any Loss to any party resulting from the negligent acts or omissions of the Contractor or the Worker, or from the acts or omissions of any assignee or sub-Contractor to whom the Contractor assigns or sub-contracts the performance of services, during an Assignment; and

12.1.2 Be liable for any defects arising in relation to the services performed on Assignment 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 ID Medical or the Hirer.

12.1.3 Ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance such as Professional Indemnity Insurance in respect of the Contractor and the Worker during an Assignment.

12.2 The Contractor hereby agrees and undertakes to indemnify ID Medical against any Loss arising from any breach by it of the terms herein or any other legal obligations that it owes to ID Medical or the Worker, including against any Losses ID Medical or the Hirer may suffer or incur as a result of any claim made by or on behalf of the Worker under the AWR.

12.3 The Contractor hereby agrees and undertakes to indemnify both ID Medical and the Hirer against any Loss arising from all and any claims, assessments, demands and proceedings by any third party (including but not limited to HM Revenue and Customs or their successor) pursuant to IR35, ITEPA or the NICs legislation in respect of the payments made by the Contractor to the Worker and all and any other taxes and revenues based on payments made by ID Medical to the Contractor under this Agreement.

13. SEVERABILITY

If any of the provisions herein are found to be unenforceable, such provision shall be severed from the remaining terms, which continue to be valid to the extent permitted by the law.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

15. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall only apply to this agreement in relation to provisions for the benefit of the Hirer and no person other than parties (or their permitted assignees) or the Hirer shall have any rights under it.

Terms of Engagement: Locum Contractor (Self- Employed Worker)

ID Medical Group Limited a company incorporated in England & Wales (registration number 03829536) of Unit 2, Mill Square, Featherstone Road, Wolverton Mill, Milton Keynes, England, MK12 5ZD (“ID Medical”), acting as an employment business as defined by section 13(3) of the Employment Agencies Act 1973, agrees to engage the Locum Contractor and the Locum Contractor agrees to provide services to ID Medical’s clients, subject to this Agreement and on the terms of any relevant Confirmation of Assignment Form. Together ID Medical and the Contractor shall be the “parties”.

1. DEFINITIONS

1.1 In this Agreement, the following definitions apply:

“Assignment” means the period of time during which the Locum Contractor is engaged by ID Medical to render services to the Hirer, in accordance with a relevant Confirmation of Assignment Form.

“Locum Contractor” means the self-employed worker introduced by ID Medical to render services to the Hirer.

“Hirer” means the person, firm or corporate body together with any subsidiary or associated company as defined by the applicable Companies Act legislation requiring the services of the Locum Contractor.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Loss” and **“Losses”** means all losses, liabilities (including without limitation, any liability to any tax), damages, costs, expenses and charges whether direct, indirect, special or consequential (including without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees), including such items arising out of or resulting from actions, proceedings, claims and demands.

“Type of Work” means Assignments at senior levels and all grades where the Locum Contractor is operating under their own direction, control and supervision.

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 the Agreement are for convenience only and do not affect their interpretation.

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement).

2. THE AGREEMENT

2.1 This Agreement together with ID Medical's Application Form and all applicable Confirmation of Assignment Forms constitutes a contract for services between ID Medical and the Locum Contractor and governs all Assignments undertaken by the Locum Contractor at the request of ID Medical.

No contract shall exist between the parties between Assignments.

This Agreement shall prevail over any terms put forward by the Locum Contractor. This Agreement is deemed to be accepted by the Locum Contractor upon signature by the Locum Contractor of ID Medical's Application Form or upon commencement of an Assignment by the Contractor, whichever event is the earlier.

2.2 No variation or alteration to this Agreement shall be valid unless agreed between ID Medical and the Locum Contractor. The details of any variation shall be notified to the Locum Contractor by ID Medical in writing and such document shall state the date on or after which such varied terms shall apply.

3. PROVISION OF ASSIGNMENTS

3.1 ID Medical will endeavour to obtain suitable Assignments for the Locum Contractor. ID Medical is under no obligation to offer Assignments to the Locum Contractor and the Locum Contractor is under no obligation to accept any Assignment offered by ID Medical. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or in between any Assignments. The Locum Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that the suitability of the work to be offered shall be determined by ID Medical and ID Medical shall incur no liability to the Locum Contractor should it fail to offer Assignments of the Type of Work or any other work.

3.2 At the same time as an Assignment is offered, ID Medical shall provide the Locum Contractor with a Confirmation of Assignment Form setting out information about the Assignment and the Hirer in the form attached as Schedule 1.

3.3 Save as otherwise stated in this Agreement, the Locum Contractor shall be entitled to supply its services to any third party during the term of this Agreement provided that this does not compromise and is not to the detriment of the supply of the Locum Contractor's services to the Hirer on Assignment.

4. RELATIONSHIP BETWEEN THE PARTIES

4.1 For the avoidance of doubt, neither this Agreement nor any Confirmation of Assignment shall give rise to a contract of employment between ID Medical and the Locum Contractor. The Locum Contractor is not an employee of ID Medical but is engaged on a contract for services. The Locum Contractor shall not hold himself out as an employee or worker of either ID Medical or the Hirer.

4.2 The Locum Contractor acknowledges to ID Medical that his/her services are supplied to ID Medical on a self-employed basis and that accordingly:

4.2.1 the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the services on Assignment are provided shall fall upon and be discharged wholly and exclusively by the Locum Contractor.

4.2.2 ID Medical is a client of the profession carried on by the Locum Contractor and the Locum Contractor is not an agency worker as defined under the Agency Workers Regulations 2010 and that the Agency Workers Regulations do not apply in relation to this Agreement or any Assignment.

5. OBLIGATIONS OF THE LOCUM CONTRACTOR

5.1 The Locum Contractor warrants to ID Medical that:

5.1.1 by entering into and performing his/her obligations under this Agreement and any Confirmation of Assignment the Locum Contractor will not be in breach of any obligation which the Locum Contractor owes to any third party;

5.1.2 he/she is fit to practice in the capacity of the role specified in the Confirmation of Assignment Form and has the necessary skills and qualifications to perform the services on Assignment; and

5.1.3 he/she has the legal right to work in the UK and will, on request, provide ID Medical with any and all documents for the purposes of photocopying, which confirm the Locum Contractor's right to work in the UK.

5.1.4 he/she will meet all tax liabilities relating to the Assignment falling on the Locum Contractor, including, but not limited to VAT, income tax and national insurance contributions;

5.1.5 he/she will provide ID Medical with all such information it may require to comply with any reporting requirements ID Medical has under s.716B ITEPA; and

5.1.6 if required by law to be registered, he/she will become registered and will remain registered for Value Added Tax (VAT) and will notify ID Medical of such registration. In the event of the Locum Contractor no longer being registered for VAT the Locum Contractor will inform ID Medical immediately.

5.2 If the Locum Contractor accepts an Assignment, he/she agrees:

5.2.1 Not to engage in any conduct detrimental to the interests of ID Medical or the Hirer which includes any conduct tending to bring ID Medical or the Hirer into disrepute or which results in the loss of custom or business.

5.2.2 To comply with any statutory or other reasonable rules or obligations of the Hirer including but not limited to the completion and renewal of all mandatory criminal records checks and accreditations, and to those relating to health and safety during the Assignment to the extent that they are applicable to him/her while performing the Assignment(s) and to take all reasonable steps to safeguard his/her own safety, and the safety of any other person who may be affected by his/her actions on the Assignment.

5.2.3 To notify ID Medical of any reason why he/she may not be suitable for an Assignment without delay whether before or during the Assignment.

5.2.4 To furnish the Hirer and/or ID Medical with any progress reports relating to the Assignment as may be requested from time to time.

5.2.5 To notify ID Medical immediately if they are convicted of a criminal offence, if any allegation of criminal conduct has been made against them, or if they become involved in any police investigation.

5.2.6 In the event that the Locum Contractor has a right to work in the UK covered by a social security scheme in a Member State other than the UK, to ensure that the Locum Contractor will pay such social fee contributions as may be applicable in the Member State concerned. In the event that ID Medical is required to pay contributions in the Member State concerned or in the UK, the Locum Contractor undertakes to indemnify ID Medical for the same.

5.2.7 To use best endeavours to supply the services on Assignment in a professional manner and to a high standard of workmanship at all times.

5.2.8 To notify ID Medical at least one hour before their agreed start time if they are unable to work on an agreed Assignment. If this is not possible, they should inform the Hirer and then ID Medical as soon as possible

5.2.9 To provide at its own cost all such necessary equipment as is reasonable for the adequate performance by the Locum Contractor of the services on Assignment.

5.2.10 To abide by their obligations of confidentiality in accordance with section 3.15 of the Induction Handbook. They must also not do or say anything which may bring ID Medical or the Hirer into disrepute. This includes the publication of critical, disparaging or derogatory comments, whether in writing or electronically via social media.

5.2.11 To notify ID Medical forthwith in writing if he/she should become bankrupt.

5.3 The warranties and undertakings of the Locum Contractor in clause 5.1 are given on a continuing basis and are deemed to be given by the Locum Contractor during each Assignment. If the Locum Contractor is unable at any time during an Assignment to give such warranties it shall inform ID Medical immediately. The Locum Contractor shall indemnify ID Medical and keep it indemnified in respect of any related Loss which ID Medical or the Hirer shall incur as a result of such breach of warranty.

5.4 Subject to clause 5.2, the Locum Contractor shall have reasonable autonomy in relation to determining the method of performance of the services but in doing so it shall co-operate with the Hirer and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Hirer.

5.5 The Locum Contractor acknowledges that any breach of his/her obligations set out in this clause may cause ID Medical to suffer Loss and that ID Medical reserves the right to recover such Loss from the Locum Contractor.

6. TIMESHEETS

6.1 The Locum Contractor shall deliver to ID Medical the ID Medical timesheet duly completed to indicate the number of hours worked by the Locum Contractor during the period of the timesheet and signed by an authorised representative of the Hirer. The Locum Contractor is responsible for having their timesheet properly authenticated by the Hirer.

6.2 Where the Locum Contractor fails to submit a timesheet properly authenticated by the Hirer, ID Medical shall, in a timely fashion, conduct further reasonable investigations to enable it to satisfy itself that the Locum Contractor worked for the particular period in issue (whether or not such investigation entails consideration of the reasons, if any, that the Hirer has refused to produce such verification). This may delay any payment due to the Locum Contractor until ID Medical can be satisfied that the Locum Contractor carried out the stated hours of work. ID Medical shall not make payment to the Locum Contractor for work not carried out.

6.3 The Locum Contractor acknowledges and accepts 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. FEES

7.1 ID Medical shall pay a fee to the Locum Contractor calculated at the rate set out in the Confirmation of Assignment Form. The minimum rate of remuneration shall be no less than the minimum rate of pay applicable under the National Minimum Wage legislation. The Locum Contractor shall not be entitled to reimbursement of expenses unless otherwise agreed.

7.2 The Locum Contractor is a self-employed individual being supplied into a post that is not under the supervision, direction or control of any person as to the manner in which he/she renders his/her services. ID Medical will make gross payments to the Locum Contractor, that is without deductions in respect of PAYE income tax or National Insurance Contributions and the Locum Contractor shall be responsible for all taxes and deductions payable in respect of the fees.

7.3 The Locum Contractor is not entitled to receive payment from ID Medical or the Hirer for time not spent on an Assignment, whether in respect of holidays, illness, annual leave or absence for any other reason unless otherwise agreed.

7.4 For the avoidance of doubt, the Locum Contractor is not:

7.4.1 a worker for the purposes of the Working Time Regulations; or

7.4.2 an employed earner for the purposes of claiming any social security benefit from ID Medical or the Hirer including but not limited to statutory sick pay, statutory maternity pay, statutory adoption pay and statutory paternity pay.

In the unlikely event of an overpayment being made to you, ID Medical reserves the right to recover the value of the overpayment from subsequent payments to the Locum Contractor.

8. INVOICING AND SELF-BILLING

8.1 Subject to clause 8.3, where the Locum Contractor is registered for VAT, the Locum Contractor undertakes to enter into a self-billing agreement with ID Medical in the form attached as Schedule 2 (the “Self-Billing Agreement”) and undertakes to renew the self-billing agreement on request. Where ID Medical has a current self-billing agreement with the Locum Contractor, the Locum Contractor will normally receive payment from ID Medical within three working days (not including public holidays) of receipt of the Locum Contractor’s properly completed and authorised timesheet.

8.2 In the event that a request for a Self-Billing Agreement has been made but no Self-Billing Agreement has been received by ID Medical, the Locum Contractor will normally receive payment from ID Medical for the amount due to the Locum Contractor net of VAT within three working days (not including public holidays) of receipt of the Locum Contractor's properly completed and authorised timesheet and of the VAT on that payment within three working days (not including bank holidays) of receipt of a valid UK VAT invoice with regard to the Assignment of the Locum Contractor.

8.3 If within five working days of this agreement (not including bank holidays) the Locum Contractor informs ID Medical in writing that it does not wish to enter in a Self-Billing Agreement then no payment will be made to the Locum Contractor unless the timesheet submitted is accompanied by a valid VAT invoice from the Locum Contractor for the amount due from ID Medical to the Locum Contractor for the hours worked by the Locum Contractor in that week plus VAT. Such invoice should bear the Locum Contractor's name and VAT number and should state any VAT due on the invoiced sum. The Locum Contractor will normally receive payment from ID Medical within three working days (not including public holidays) of receipt of the Locum Contractor's properly completed and authorised timesheet and valid VAT invoice.

8.4 All payment due from ID Medical related to an Assignment will be made to the Locum Contractor and not to any third party or any sub-contractor or assignee.

9. TERMINATION

9.1 An Assignment may be terminated by either ID Medical or the Locum Contractor by giving the other party in writing the period of notice specified in the relevant Confirmation of Assignment Form.

9.2 Notwithstanding clause 9.1 above, ID Medical may without notice and without liability terminate an Assignment at any time, where:

9.2.1 the Locum Contractor has committed any serious or persistent breach of any of its obligations under this Agreement;

9.2.2 the Hirer reasonably believes that the Locum Contractor has not observed any condition of confidentiality applicable to the Locum Contractor from time to time;

9.2.3 for any reason the Locum Contractor proves unsatisfactory to the Hirer or unsuitable;

9.2.4 the Hirer becomes insolvent, dissolved or subject to a winding up petition or an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of either the Hirer or the Locum Contractor; or

9.2.5 the Locum Contractor is suspected of any fraud, dishonesty or serious misconduct;

9.2.6 the Locum Contractor is unable to perform an Assignment;

9.2.7 ID Medical suspects or believes that the Locum Contractor has not complied with the requirements of ITEPA or the NICs Legislation.

9.3 Failure by the Locum Contractor to give notice of termination as required by clause 9.1 shall constitute a breach of contract and shall entitle ID Medical to claim damages from the Locum Contractor for any Loss suffered by ID Medical.

9.4 The Locum Contractor acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between ID Medical and the Hirer.

In the event that the contract between ID Medical and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Locum Contractor.

10. LIABILITY AND INDEMNITY

10.1 The Locum Contractor shall:

10.1.1 be liable for any Loss to any party resulting from the negligent acts or omissions of the Locum Contractor, during an Assignment; and

10.1.2 be liable for any defects arising in relation to the services performed on Assignment 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 ID Medical or the Hirer.

10.1.3 ensure the provision of adequate and suitable policies of insurance such as Professional Indemnity Insurance in respect of the Locum Contractor during an Assignment.

10.2 The Locum Contractor hereby agrees and undertakes to indemnify ID Medical against any Loss arising from any breach by it of the terms herein or any other legal obligations that it owes to ID Medical, including but not limited to any Losses ID Medical and/or the Hirer may suffer or incur as a result of:

10.2.1 any claim by the Locum Contractor to establish any liability or obligation upon ID Medical on the grounds that a Locum Contractor is an employee or a worker of ID Medical or the Hirer; or

10.2.2 any claim made under the AWR by or on behalf of the Locum Contractor that the Locum Contractor is an agency worker (as defined in the AWR).

10.3 The Locum Contractor hereby agrees and undertakes to indemnify both ID Medical and the Hirer against any Loss arising from all and any claims, assessments, demands and proceedings by any third party (including but not limited to HM Revenue and Customs or their successor) pursuant to IR35, ITEPA or the NICs legislation related to PAYE tax and national insurance contributions in respect of the payments made by the ID Medical to the Locum Contractor and all and any other taxes and revenues based on payments made by ID Medical to the Locum Contractor under this Agreement.

11. SEVERABILITY

If any of the provisions herein are found to be unenforceable, such provision shall be severed from the remaining terms, which continue to be valid to the extent permitted by the law.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

13. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall only apply to this agreement in relation to provisions for the benefit of the Hirer and no person other than parties (or their permitted assignees) or the Hirer shall have any rights under it.

Terms of Engagement: PAYE

Recruitment Express Limited trading as The Locum Consultancy Limited, a company incorporated in England & Wales (registration number 3591406) of Unit 2, Mill Square, Featherstone Road, Wolverton Mill South, Milton Keynes, England, MK12 5ZD (“TLC”), acting as an employment business as defined by section 13(3) of the Employment Agencies Act 1973, agrees to engage the Contractor and the Contractor agrees to provide services to TLC’s Hirers, subject to this Agreement and on the terms of any relevant Confirmation of Assignment Form. Together TLC and the Contractor shall be the “parties”.

1. DEFINITIONS

1.1 In this Agreement, the following definitions apply:

“Contractor” means the person introduced by TLC to work on Assignments.

“Assignment” means the period of time during which the Contractor is engaged by TLC to render services to the Hirer, in accordance with a relevant Confirmation of Assignment Form.

“Hirer” means the person, firm or corporate body together with any subsidiary or associated company as defined by the applicable Companies Act legislation requiring the services of the Contractor.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Loss” and **“Losses”** means all losses, liabilities, damages, costs, expenses and charges whether direct, indirect, special or consequential (including without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees), including such items arising out of or resulting from actions, proceedings, claims and demands.

“Type of Work” means Assignments at all levels and all grades related to healthcare to include, but not limited to, the roles of locum doctors, nurses, care assistants, allied health professionals, health science services and clerical staff.

“WTR” means the Working Time Regulations 1998.

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 the Agreement are for convenience only and do not affect their interpretation.

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement).

2. THE AGREEMENT

2.1 This Agreement together with TLC's Application Form and all applicable Confirmation of Assignment Forms constitutes a contract for services between TLC and the Contractor and governs all Assignments undertaken by the Contractor at the request of TLC. No contract shall exist between the parties between Assignments. This Agreement shall be deemed to be accepted upon signature by the Contractor of TLC's Application Form or upon commencement of an Assignment, whichever event is the earlier.

2.2 No variation or alteration to this Agreement shall be valid unless agreed between TLC and the Contractor. The details of any variation shall be notified to the Contractor by TLC in writing and such document shall state the date on or after which such varied terms shall apply.

3. PROVISION OF ASSIGNMENTS

3.1 TLC will endeavour to obtain suitable Assignments for the Contractor. TLC is under no obligation to offer Assignments to the Contractor and the Contractor is under no obligation to accept any Assignment offered by TLC. The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that the suitability of the work to be offered shall be determined by TLC and TLC shall incur no liability to the Contractor should it fail to offer Assignments of the Type of Work or any other work.

3.2 At the same time as an Assignment is offered, TLC shall provide the Contractor with a Confirmation of Assignment Form setting out information about the Assignment and the Hirer in the form attached as Schedule 1.

3.3 No probationary period applies to the Contractor's engagement by TLC.

4. RELATIONSHIP BETWEEN THE PARTIES

4.1 For the avoidance of doubt, neither this Agreement nor any Confirmation of Assignment shall give rise to a contract of employment between TLC and the Contractor. The Contractor is not an employee of TLC although TLC is required to make statutory deductions from the Contractor's remuneration in accordance with clause 7.1. The Contractor shall not hold himself out as an employee of either TLC or the Hirer.

4.2 In the event that any person should seek to establish any liability or obligation upon TLC on the grounds that an Contractor is an employee or a worker of TLC or the Hirer, the Contractor shall, upon demand, indemnify TLC and keep it indemnified in respect of any such liability or obligation and any related Loss which TLC or the Hirer shall incur.

5. OBLIGATIONS OF THE CONTRACTOR

5.1 The Contractor warrants that by entering into and performing his/her obligations under this Agreement and any Confirmation of Assignment the Contractor will not be in breach of any obligation which the Contractor owes to any third party; and he/she has the legal right to work in the UK.

5.2 If the Contractor accepts an Assignment, he/she agrees:

5.2.1 To co-operate with the Hirer's reasonable instructions within the scope of the Assignment and accept the direction, supervision and control of any responsible person in the Hirer's organisation, including but not limited to the completion and renewal of all mandatory criminal records checks and accreditations..

5.2.2 Not to engage in any conduct detrimental to the interests of TLC or the Hirer which includes any conduct tending to bring TLC or the Hirer into disrepute or which results in the loss of custom or business.

5.2.3 To comply with any statutory or other reasonable rules or obligations of the Hirer including but not limited to those relating to health and safety during the Assignment to the extent that they are applicable to him/her while performing the Assignment(s) and to take all reasonable steps to safeguard his/her own safety, and the safety of any other person who may be affected by his/her actions on the Assignment.

5.2.4 In the event that the Contractor has a right to work in the UK covered by a social security scheme in a Member State other than the UK, to pay such social fee contributions as may be applicable in the Member State concerned. In the event that TLC is required to pay contributions in the Member State concerned or in the UK, the Contractor undertakes to indemnify TLC for the same and TLC will be entitled to deduct the amount paid in contributions from any sums owed by way of remuneration to the Contractor.

5.2.5 To notify TLC of any reason why he/she may not be suitable for an Assignment without delay whether before or during the Assignment.

5.2.6 To notify TLC immediately if you are convicted of a criminal offence, if any allegation of criminal conduct has been made against you, or if you become involved in any police investigation.

5.2.7 To notify TLC at least one hour before their agreed start time if they are unable to work on an agreed Assignment. If this is not possible, the Contractor should inform the Hirer and then TLC as soon as possible.

5.2.8 You must abide by your obligations of confidentiality in accordance with section 3.15 of the Induction Handbook. You must also not do or say anything which may bring TLC or the Hirer into disrepute. This includes the publication of critical, disparaging or derogatory comments, whether in writing or electronically via social media.

5.3 The Contractor acknowledges that any breach of his/her obligations set out in this clause may cause TLC to suffer Loss and that TLC reserves the right to recover such Loss from the Contractor.

6. TIMESHEETS

6.1 The Contractor shall deliver to TLC the TLC timesheet duly completed to indicate the number of hours worked by the Contractor during the period of the timesheet and signed by an authorised representative of the Hirer. The Contractor is responsible for having their timesheet properly authenticated by the Hirer.

6.2 Where the Contractor fails to submit a timesheet properly authenticated by the Hirer, TLC shall, in a timely fashion, conduct further reasonable investigations to enable it to satisfy itself that the Contractor worked for the particular period in issue (whether or not such investigation entails consideration of the reasons, if any, that the Hirer has refused to produce such verification). This may delay any payment due to the Contractor until TLC can be satisfied that the Contractor carried out the stated hours of work. TLC shall not make payment to the Contractor for work not carried out.

6.3 The Contractor acknowledges and accepts 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

7.1 TLC shall pay remuneration to the Contractor calculated at the rate set out in the Confirmation of Assignment Form, subject to deductions in respect of PAYE pursuant to sections 44-47 ITEPA and primary Class 1 National Insurance Contributions and any other deductions which TLC may be required by law to make. The minimum rate of remuneration shall be no less than the minimum rate of pay applicable under the National Minimum Wage legislation. The Contractor shall not be entitled to reimbursement of expenses unless otherwise agreed.

7.2 Subject to the Contractor complying with the provisions of clause 6.1, TLC shall pay the Contractor for all hours or days worked by the Contractor regardless of whether TLC has received payment from the Hirer for those hours.

7.3 Subject to any statutory entitlement under any relevant legislation as referred to in clause 8, the Contractor is not entitled to receive payment from TLC or the Hirer for time not spent on an Assignment, whether in respect of holidays, illness, annual leave or absence for any other reason unless otherwise agreed. The Contractor is not entitled to any benefits unless otherwise specified.

7.4 In the unlikely event of an overpayment being made to you, TLC reserves the right to recover the value of the overpayment from subsequent payments to the Contractor.

8. STATUTORY ENTITLEMENTS

8.1 The Contractor is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement is 5.6 weeks' paid annual leave, subject to a maximum of 28 days.

8.2 The amount of payment which the Contractor will receive in respect of annual leave will be calculated in accordance with and paid in proportion to the number of hours which the Contractor has worked on Assignment during the leave year (which runs from 1 January to 31 December). This will be paid along with the Contractor's hourly pay. The amount of this holiday pay will be itemised on the Contractor's pay slip. The Contractor agrees that TLC may off-set the amount of holiday pay already paid to the Contractor against any claim for holiday pay by the Contractor for leave during an Assignment, upon termination of an Assignment, or otherwise. The Contractor is not entitled to any other paid leave

8.3 TLC reserves the right to ask you to complete training as may be required from time to time.

8.4 The Contractor is deemed to be an Agency Worker as defined in the AWR during an Assignment the Contractor is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, and any Confirmation of Assignment Form will be deemed to be varied to take into account such entitlements under the AWR.

8.5 For the avoidance of doubt, the Contractor's working time under the WTR shall only consist of those periods during which he/she is carrying out duties or activities for the Hirer during an Assignment. Time spent travelling to the Hirer's premises, lunch breaks and other rest breaks shall not count as part of the Contractor's working time for these purposes.

9. TERMINATION

9.1 An Assignment may be terminated by the Contractor by giving TLC the period of notice specified in the relevant Confirmation of Assignment Form, in writing.

9.2 Notwithstanding clause 9.1 above, TLC or the Hirer may without notice and without liability terminate an Assignment at any time without prior notice or liability, save for payment for hours worked by the Contractor up to the date of termination of the Assignment.

9.3 The Contractor acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between TLC and the Hirer. In the event that the contract between TLC and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor, save for payment for hours worked by the Contractor up to the date of termination of the Assignment.

9.4 If the Contractor is unable to attend work during the course of an Assignment and does not inform TLC or the Hirer in accordance with the Confirmation of Assignment Form, this will be treated as immediate termination of the Assignment by the Contractor unless the Contractor can show that exceptional circumstances prevented him/her from complying with the Confirmation of Assignment Form.

9.5 If the Contractor has failed to keep their mandatory documentation up to date, including but not limited to their criminal records checks, the Assignment will be cancelled with immediate effect and the Contractor will not be entitled to receive any further payments in relation to any period of the Assignment save for payment for hours worked by the Contractor up to the date of termination of the Assignment. The Contractor will not be eligible to undertake any future Assignment until they can provide proof of valid and unexpired mandatory documents.

10. SEVERABILITY

If any of the provisions herein are found to be unenforceable, such provision shall be severed from the remaining terms, which continue to be valid to the extent permitted by the law.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

12. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall only apply to this agreement in relation to provisions for the benefit of the Hirer and no person other than parties (or their permitted assignees) or the Hirer shall have any rights under it.

Terms of Engagement: Limited/Personal Service Company (PSC)

Recruitment Express Limited trading as The Locum Consultancy Limited, a company incorporated in England & Wales (registration number 3591406) of Unit 2, Mill Square, Featherstone Road, Wolverton Mill South, Milton Keynes, England, MK12 5ZD (“TLC”), acting as an employment business as defined by section 13(3) of the Employment Agencies Act 1973, agrees to engage the Contractor and the Contractor agrees to provide services to TLC’s Hirers, subject to this Agreement and on the terms of any relevant Confirmation of Assignment Form. Together TLC and the Contractor shall be the “parties”.

1. DEFINITIONS

1.1 In this Agreement, the following definitions apply:

“Assignment” means the services to be performed by the Worker for a period of time during which the Contractor is engaged by TLC to render services to the Hirer, in accordance with a relevant Confirmation of Assignment Form.

“Contractor” means the personal service/limited company (PSC) introduced by TLC to render services to the Hirer.

“Hirer” means the person, firm or corporate body together with any subsidiary or associated company as defined by the applicable Companies Act legislation requiring the Contractor’s Services.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Loss” and **“Losses”** means all losses, liabilities (including without limitation any liability to any tax), damages, costs, expenses and charges whether direct, indirect, special or consequential (including without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees), including such items arising out of or resulting from actions, proceedings, claims and demands.

“Worker” means the employee, officer or other representative of the Contractor, which the Contractor shall supply to TLC to render services to the Hirer during an Assignment.

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 the Agreement are for convenience only and do not affect their interpretation.

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement).

2. THE AGREEMENT

2.1 This Agreement together with TLC's Application Form and all applicable Confirmation of Assignment Forms constitute the entire agreement between TLC and the Contractor and governs all Assignments undertaken by the Contractor and the Worker at the request of TLC. No contract shall exist between the parties between Assignments. This Agreement shall prevail over any terms put forward by the Contractor. This Agreement is deemed to be accepted by the Contractor upon signature by the Contractor of TLC's Application Form or upon commencement of an Assignment by the Contractor, whichever event is the earlier.

2.2 No variation or alteration to this Agreement shall be valid unless agreed between TLC and the Contractor. The details of any variation shall be notified to the Contractor by TLC in and such document shall state the date on or after which such varied terms shall apply.

3. PROVISION OF ASSIGNMENTS

3.1 TLC will endeavour to obtain suitable Assignments for the Contractor. TLC is under no obligation to offer Assignments to the Contractor and the Contractor is under no obligation to accept any Assignment offered by TLC. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any Assignments.

3.2 Subject to clause 6, the Contractor's obligation to perform services during an Assignment shall be performed by the Worker named in the relevant Confirmation of Assignment Form.

3.3 The suitability of the work to be offered shall be determined by TLC and TLC shall incur no liability to the Contractor or the Worker should it fail to offer Assignments.

3.4 At the same time as an Assignment is offered, TLC shall provide the Contractor with a Confirmation of Assignment Form setting out information about the Assignment in the form attached as Schedule 1.

4. RELATIONSHIP BETWEEN THE PARTIES

4.1 During an Assignment, the Contractor will be engaged on a contract for services by TLC on the terms of this Agreement and the relevant Confirmation of Assignment Form. For the avoidance of doubt, this Agreement shall not be construed as a contract of employment between any Worker or representative of the Contractor supplied to carry out the Assignment, and either TLC or the Hirer. The Contractor shall ensure that no Worker shall hold himself out as an employee of either TLC or the Hirer.

4.2 The Contractor acknowledges that it supplies its services to TLC as an independent Contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to any Worker (including but not limited to the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Contractor.

4.3 Any liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor. In the event that any person should seek to establish any liability or obligation upon TLC on the grounds that the Worker is an employee or a worker of TLC or the Hirer, the Contractor shall, upon demand, indemnify TLC and keep it indemnified in respect of any such liability or obligation and any related Losses which TLC or the Hirer shall incur.

4.4 The Contractor acknowledges that that no Worker is an Agency Worker as defined under the Contractors Regulations 2010 (AWR) and that the AWR do not apply in relation to this Agreement or any Assignment.

4.5 In the event that TLC is required by law to provide information about the Worker, the Contractor will provide all information requested as soon as reasonably practicable, and not later than 10 working days after TLC's request.

5. UNDERTAKINGS OF THE CONTRACTOR

5.1 The Contractor warrants to TLC that:

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

5.3 It is not and undertakes that it will not become a managed service company ("MSC") as defined in section 61B of the ITEPA but that it is a PSC;

5.4 The Worker has a material interest in the Contractor (as defined by section 51 ITEPA) which includes holding more than 5% of the shares in the Contractor.

5.5 Its Workers have the necessary skills and qualifications to perform the Assignments;

5.6 Its Workers have the legal right to work in the UK and will, on request, provide TLC with any and all documents for the purposes of photocopying, which confirm a Worker's right to work in the UK.

5.7 It will comply at all times with ITEPA and any legislation relating to National Insurance contributions ("NICs Legislation"), including in particular in relation to the deduction of appropriate PAYE and national insurance contributions in relation to payments made to the Worker;

5.8 It is not incorporated or registered or resident for tax purposes in a jurisdiction outside the UK;

5.9 It will pay all tax liabilities arising on the Contractor, including, but not limited to corporation tax and VAT;

5.10 It will provide TLC with all such information it may require to comply with any reporting requirements TLC has under s.716B ITEPA; and

5.11 If required by law to be registered, it will become registered and will remain registered for Value Added Tax (VAT) and will notify TLC of such registration. In the event of the Contractor no longer being registered for VAT it will inform TLC immediately.

5.12 The warranties and undertakings of the Contractor in clause 5.1 are given on a continuing basis and are deemed to be given by the Contractor during each Assignment by the Worker. If the Contractor is unable at any time during an Assignment to give such warranties it shall inform TLC immediately. The Contractor shall indemnify TLC and keep it indemnified in respect of any related Loss which TLC or the Hirer shall incur as a result of such breach of warranty.

6. OBLIGATIONS OF THE CONTRACTOR

6.1 The Contractor agrees on its own part and on behalf of the Worker if it accepts an Assignment:

6.1.1 To co-operate with the Hirer's reasonable instructions within the scope of the Assignment and not to engage in any conduct detrimental to the interests of TLC or the Hirer which includes any conduct tending to bring TLC or the Hirer into disrepute or which results in the loss of custom or business.

6.1.2 To comply with any statutory or other reasonable rules or obligations of the Hirer including but not limited to those relating to health and safety during the Assignment to the extent that they are applicable to them while performing the Assignment(s) and to take all reasonable steps to safeguard its own safety, the safety of the Worker and the safety of any other person who may be affected by its actions on the Assignment, including but not limited to the completion and renewal of all mandatory checks and accreditations for the Worker, such as any criminal records checks.

6.1.3 To notify TLC immediately if the Worker is alleged to have committed a criminal offence, is convicted of a criminal offence, or is otherwise involved in any police investigation.

6.1.4 To furnish the Hirer and/or TLC with any progress reports relating to the Assignment as may be requested from time to time.

6.1.5 To, in the event that the Worker having a right to work in the UK covered by a social security scheme in a Member State other than the UK, ensure that it or the Worker will pay such social fee contributions as may be applicable in the Member State concerned. In the event that TLC is required to pay contributions in the Member State concerned or in the UK, the Contractor undertakes to indemnify TLC for the same.

6.1.6 To use best endeavours to supply the services on Assignment in a professional manner and to a high standard of workmanship at all times.

6.1.7 To provide at its own cost all such necessary equipment as is reasonable for the adequate performance by the Worker of the services on Assignment.

6.1.8 To notify TLC forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.

6.1.9 To abide by their obligations of confidentiality, and to ensure the Worker complies with their obligations of confidentiality, in accordance with section 3.15 of the Induction Handbook. The Contractor must not do or say anything which may bring TLC or the Hirer into disrepute and must use their influence over the Worker to prevent such comments from being made. This includes the publication of critical, disparaging or derogatory comments, whether in writing or electronically via social media.

6.2 Subject to 6.1.1 the Contractor shall have reasonable autonomy in relation to determining the method of performance of the services but in doing so it shall co-operate with the Hirer and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Hirer.

6.3 If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why its assigned Worker may not be suitable for an Assignment, the Contractor shall notify TLC without delay.

6.4 Subject to the prior written approval of the Hirer, the Contractor shall be entitled to assign or sub-contract the performance of the services on Assignment provided that TLC and the Hirer are reasonably satisfied that the assignee or sub-Contractor has the required skills, qualifications, resources and personnel to provide the services to the required standard and that the terms of any assignment or sub-contract contain the same obligations imposed by this Agreement. The Contractor shall ensure that any Worker, sub-Contractor or assignee are not and shall not become an MSC and that they are PSCs which are compliant in all respects with ITEPA and NICs Legislation.

6.5 Save as otherwise stated in this Agreement, the Contractor shall be entitled to supply its services to any third party during the term of this Agreement provided that this does not compromise and is not to the detriment of the supply of its services to the Hirer.

7. TIMESHEETS AND INVOICING

7.1 The Contractor shall, or shall procure that the Worker shall, deliver to TLC the TLC timesheet duly completed to indicate the number of hours worked by the Worker during the period of the timesheet and signed by an authorised representative of the Hirer. The Contractor is ultimately responsible for having the timesheet properly authenticated by the Hirer.

7.2 Where the Contractor or Worker fails to submit a timesheet properly authenticated by the Hirer, TLC shall, in a timely fashion, conduct further reasonable investigations to enable it to satisfy itself that the Worker worked for the particular period in issue (whether or not such investigation entails consideration of the reasons, if any, that the Hirer has refused to produce such verification). This may delay any payment due to the Contractor until TLC can be satisfied that the Contractor or Worker carried out the stated hours of work. TLC shall not make payment to the Contractor for work not carried out.

7.3 The Contractor acknowledges and accepts 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.

8. INVOICING AND SELF-BILLING

8.1 Subject to clause 8.3, where the Contractor is registered for VAT, the Contractor undertakes to enter into a self-billing agreement with TLC in the form attached as Schedule 2 (the “Self-Billing Agreement”) and undertakes to renew the self-billing agreement on request. Where TLC has a current self-billing agreement with the Contractor, the Contractor will normally receive payment from TLC within three working days (not including public holidays) of receipt of the Worker’s properly completed and authorised timesheet.

8.2 In the event that a request for a Self-Billing Agreement has been made but no Self-Billing Agreement has been received by TLC, the Contractor will normally receive payment from TLC for the amount due to the Contractor net of VAT within three working days (not including public holidays) of receipt of the Worker’s properly completed and authorised timesheet and of the VAT on that payment within three working days (not including bank holidays) of receipt of a valid UK VAT invoice with regard to the Assignment of the Worker.

8.3 If within five working days of this agreement (not including bank holidays) the Contractor informs TLC in writing that it does not wish to enter in a Self-Billing Agreement then no payment will be made to the Contractor unless the timesheet submitted is accompanied by a valid VAT invoice from the Contractor for the amount due from TLC to the Contractor for the hours worked by the Worker plus VAT. Such invoice should bear the Contractor's name, company registration number and VAT number, the name of the Worker, and should state any VAT due on the invoiced sum.

The Contractor will normally receive payment from TLC within three working days (not including public holidays) of receipt of the Worker's properly completed and authorised timesheet and valid VAT invoice.

8.4 All payment due from TLC related to an Assignment will be made to the Contractor and not to any third party or Worker or any sub-Contractor or assignee.

9. FEES

9.1 The fee payable by TLC to the Contractor for an Assignment shall be at the rate set out in the Confirmation of Assignment Form. The minimum rate of remuneration shall be no less than the minimum rate of pay applicable under the National Minimum Wage legislation. The Contractor shall not be entitled to reimbursement of expenses unless otherwise agreed.

9.2 Subject to the Contractor complying with the provisions of clause 7.1 and clause 8, TLC shall pay the Contractor for all hours or days worked by the Worker regardless of whether TLC has received payment from the Hirer for those hours.

9.3 TLC shall not be obliged to pay the Contractor for any periods during which the Contractor's Services are not being provided under an Assignment.

9.4 In the unlikely event of an overpayment being made to you, TLC reserves the right to recover the value of the overpayment from subsequent payments to the Contractor.

10. TERMINATION

10.1 An Assignment may be terminated by either TLC or the Contractor by giving the other party in writing the period of notice specified in the relevant Confirmation of Assignment Form.

10.2 Notwithstanding clause 9.1 above, TLC may without notice and without liability terminate an Assignment at any time, where:

10.2.1 The Contractor has committed any serious or persistent breach of any of its obligations under this Agreement;

10.2.2 The Hirer reasonably believes that the Contractor or Worker has not observed any condition of confidentiality applicable to the Contractor and Worker from time to time;

10.2.3 For any reason the Contractor or Worker proves unsatisfactory to the Hirer or the Worker unsuitable;

10.2.4 The Contractor or the Hirer becomes insolvent, dissolved or subject to a winding up petition;

10.2.5 Any Worker or other member of the Contractor's staff is suspected of any fraud, dishonesty or serious misconduct, or convicted of a criminal offence;

10.2.6 The Worker is unable to perform an Assignment;

10.2.7 TLC suspects or believes that the Contractor has not complied with the requirements of ITEPA or the NICs Legislation.

10.3 Failure by the Contractor to give notice of termination as required by clause 9.1 shall constitute a breach of contract and shall entitle TLC to claim damages from the Contractor for any Loss suffered by TLC.

10.4 The Contractor acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between TLC and the Hirer. In the event that the contract between TLC and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.

11. CONTRACT MONITORING AND AUDITS

11.1 TLC reserves the right to audit the Contractor on an ad hoc basis to ensure compliance with the Agreement and all statutory requirements in relation to the Worker who has worked on Assignments, including but not limited to ITEPA and the NICs legislation.

11.2 To assist TLC in its audit, the Contractor will maintain such records as are necessary to comply with this Agreement and all statutory requirements in relation to the Worker, and will provide copies of the same to TLC on request. The Contractor will provide TLC with access to its premises and original records relating to the Worker.

12. LIABILITY AND INDEMNITY

12.1 The Contractor shall:

12.1.1 be liable for any Loss to any party resulting from the negligent acts or omissions of the Contractor or the Worker, or from the acts or omissions of any assignee or sub-Contractor to whom the Contractor assigns or sub-contracts the performance of services, during an Assignment; and

12.1.2 Be liable for any defects arising in relation to the services performed on Assignment 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 TLC or the Hirer.

12.1.3 Ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance such as Professional Indemnity Insurance in respect of the Contractor and the Worker during an Assignment.

12.2 The Contractor hereby agrees and undertakes to indemnify TLC against any Loss arising from any breach by it of the terms herein or any other legal obligations that it owes to TLC or the Worker, including against any Losses TLC or the Hirer may suffer or incur as a result of any claim made by or on behalf of the Worker under the AWR.

12.3 The Contractor hereby agrees and undertakes to indemnify both TLC and the Hirer against any Loss arising from all and any claims, assessments, demands and proceedings by any third party (including but not limited to HM Revenue and Customs or their successor) pursuant to IR35, ITEPA or the NICs legislation in respect of the payments made by the Contractor to the Worker and all and any other taxes and revenues based on payments made by TLC to the Contractor under this Agreement.

13. SEVERABILITY

If any of the provisions herein are found to be unenforceable, such provision shall be severed from the remaining terms, which continue to be valid to the extent permitted by the law.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

15. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall only apply to this agreement in relation to provisions for the benefit of the Hirer and no person other than parties (or their permitted assignees) or the Hirer shall have any rights under it.

Terms of Engagement: Locum Contractor (Self Employed Worker)

Recruitment Express Limited trading as The Locum Consultancy Limited, a company incorporated in England & Wales (registration number 3591406) of Unit 2, Mill Square, Featherstone Road, Wolverton Mill South, Milton Keynes, England, MK12 5ZD (“TLC”), acting as an employment business as defined by section 13(3) of the Employment Agencies Act 1973, agrees to engage the Locum Contractor and the Locum Contractor agrees to provide services to TLC’s clients, subject to this Agreement and on the terms of any relevant Confirmation of Assignment Form. Together TLC and the Contractor shall be the “parties”.

1. DEFINITIONS

1.1 In this Agreement, the following definitions apply:

“Assignment” means the period of time during which the Locum Contractor is engaged by TLC to render services to the Hirer, in accordance with a relevant Confirmation of Assignment Form.

“Locum Contractor” means the self-employed worker introduced by TLC to render services to the Hirer.

“Hirer” means the person, firm or corporate body together with any subsidiary or associated company as defined by the applicable Companies Act legislation requiring the services of the Locum Contractor.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Loss” and **“Losses”** means all losses, liabilities (including without limitation, any liability to any tax), damages, costs, expenses and charges whether direct, indirect, special or consequential (including without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees), including such items arising out of or resulting from actions, proceedings, claims and demands.

“Type of Work” means Assignments at senior levels and all grades where the Locum Contractor is operating under their own direction, control and supervision.

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 the Agreement are for convenience only and do not affect their interpretation.

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement).

2. THE AGREEMENT

2.1 This Agreement together with TLC's Application Form and all applicable Confirmation of Assignment Forms constitutes a contract for services between TLC and the Locum Contractor and governs all Assignments undertaken by the Locum Contractor at the request of TLC. No contract shall exist between the parties between Assignments. This Agreement shall prevail over any terms put forward by the Locum Contractor. This Agreement is deemed to be accepted by the Locum Contractor upon signature by the Locum Contractor of TLC's Application Form or upon commencement of an Assignment by the Contractor, whichever event is the earlier.

2.2 No variation or alteration to this Agreement shall be valid unless agreed between TLC and the Locum Contractor. The details of any variation shall be notified to the Locum Contractor by TLC in writing and such document shall state the date on or after which such varied terms shall apply.

3. PROVISION OF ASSIGNMENTS

3.1 TLC will endeavour to obtain suitable Assignments for the Locum Contractor. TLC is under no obligation to offer Assignments to the Locum Contractor and the Locum Contractor is under no obligation to accept any Assignment offered by TLC. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or in between any Assignments. The Locum Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that the suitability of the work to be offered shall be determined by TLC and TLC shall incur no liability to the Locum Contractor should it fail to offer Assignments of the Type of Work or any other work.

3.2 At the same time as an Assignment is offered, TLC shall provide the Locum Contractor with a Confirmation of Assignment Form setting out information about the Assignment and the Hirer in the form attached as Schedule 1.

3.3 Save as otherwise stated in this Agreement, the Locum Contractor shall be entitled to supply its services to any third party during the term of this Agreement provided that this does not compromise and is not to the detriment of the supply of the Locum Contractor's services to the Hirer on Assignment.

4. RELATIONSHIP BETWEEN THE PARTIES

4.1 For the avoidance of doubt, neither this Agreement nor any Confirmation of Assignment shall give rise to a contract of employment between TLC and the Locum Contractor. The Locum Contractor is not an employee of TLC but is engaged on a contract for services. The Locum Contractor shall not hold himself out as an employee or worker of either TLC or the Hirer.

4.2 The Locum Contractor acknowledges to TLC that his/her services are supplied to TLC on a self-employed basis and that accordingly:

4.2.1 the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the services on Assignment are provided shall fall upon and be discharged wholly and exclusively by the Locum Contractor.

4.2.2 TLC is a client of the profession carried on by the Locum Contractor and the Locum Contractor is not an agency worker as defined under the Agency Workers Regulations 2010 and that the Agency Workers Regulations do not apply in relation to this Agreement or any Assignment.

5. OBLIGATIONS OF THE LOCUM CONTRACTOR

5.1 The Locum Contractor warrants to TLC that:

5.1.1 by entering into and performing his/her obligations under this Agreement and any Confirmation of Assignment the Locum Contractor will not be in breach of any obligation which the Locum Contractor owes to any third party;

5.1.2 he/she is fit to practise in the capacity of the role specified in the Confirmation of Assignment Form and has the necessary skills and qualifications to perform the services on Assignment; and

5.1.3 he/she has the legal right to work in the UK and will, on request, provide TLC with any and all documents for the purposes of photocopying, which confirm the Locum Contractor's right to work in the UK.

5.1.4 he/she will meet all tax liabilities relating to the Assignment falling on the Locum Contractor, including, but not limited to VAT, income tax and national insurance contributions;

5.1.5 he/she will provide TLC with all such information it may require to comply with any reporting requirements TLC has under s.716B ITEPA; and

5.1.6 if required by law to be registered, he/she will become registered and will remain registered for Value Added Tax (VAT) and will notify TLC of such registration. In the event of the Locum Contractor no longer being registered for VAT the Locum Contractor will inform TLC immediately.

5.2 If the Locum Contractor accepts an Assignment, he/she agrees:

5.2.1 Not to engage in any conduct detrimental to the interests of TLC or the Hirer which includes any conduct tending to bring TLC or the Hirer into disrepute or which results in the loss of custom or business.

5.2.2 To comply with any statutory or other reasonable rules or obligations of the Hirer including but not limited to the completion and renewal of all mandatory criminal records checks and accreditations, and to those relating to health and safety during the Assignment to the extent that they are applicable to him/her while performing the Assignment(s) and to take all reasonable steps to safeguard his/her own safety, and the safety of any other person who may be affected by his/her actions on the Assignment.

5.2.3 To notify TLC of any reason why he/she may not be suitable for an Assignment without delay whether before or during the Assignment.

5.2.4 To furnish the Hirer and/or TLC with any progress reports relating to the Assignment as may be requested from time to time.

5.2.5 To notify TLC immediately if they are convicted of a criminal offence, if any allegation of criminal conduct has been made against them, or if they become involved in any police investigation.

5.2.6 In the event that the Locum Contractor has a right to work in the UK covered by a social security scheme in a Member State other than the UK, to ensure that the Locum Contractor will pay such social fee contributions as may be applicable in the Member State concerned. In the event that TLC is required to pay contributions in the Member State concerned or in the UK, the Locum Contractor undertakes to indemnify TLC for the same.

5.2.7 To use best endeavours to supply the services on Assignment in a professional manner and to a high standard of workmanship at all times.

5.2.8 To notify TLC at least one hour before their agreed start time if they are unable to work on an agreed Assignment. If this is not possible, they should inform the Hirer and then TLC as soon as possible.

5.2.9 To provide at its own cost all such necessary equipment as is reasonable for the adequate performance by the Locum Contractor of the services on Assignment.

5.2.10 To abide by their obligations of confidentiality in accordance with section 3.15 of the Induction Handbook. They must also not do or say anything which may bring TLC or the Hirer into disrepute. This includes the publication of critical, disparaging or derogatory comments, whether in writing or electronically via social media.

5.2.11 To notify TLC forthwith in writing if he/she should become bankrupt.

5.3 The warranties and undertakings of the Locum Contractor in clause 5.1 are given on a continuing basis and are deemed to be given by the Locum Contractor during each Assignment. If the Locum Contractor is unable at any time during an Assignment to give such warranties it shall inform TLC immediately. The Locum Contractor shall indemnify TLC and keep it indemnified in respect of any related Loss which TLC or the Hirer shall incur as a result of such breach of warranty.

5.4 Subject to clause 5.2, the Locum Contractor shall have reasonable autonomy in relation to determining the method of performance of the services but in doing so it shall co-operate with the Hirer and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Hirer.

5.5 The Locum Contractor acknowledges that any breach of his/her obligations set out in this clause may cause TLC to suffer Loss and that TLC reserves the right to recover such Loss from the Locum Contractor.

6. TIMESHEETS

6.1 The Locum Contractor shall deliver to TLC the TLC timesheet duly completed to indicate the number of hours worked by the Locum Contractor during the period of the timesheet and signed by an authorised representative of the Hirer. The Locum Contractor is responsible for having their timesheet properly authenticated by the Hirer.

6.2 Where the Locum Contractor fails to submit a timesheet properly authenticated by the Hirer, TLC shall, in a timely fashion, conduct further reasonable investigations to enable it to satisfy itself that the Locum Contractor worked for the particular period in issue (whether or not such investigation entails consideration of the reasons, if any, that the Hirer has refused to produce such verification). This may delay any payment due to the Locum Contractor until TLC can be satisfied that the Locum Contractor carried out the stated hours of work. TLC shall not make payment to the Locum Contractor for work not carried out.

6.3 The Locum Contractor acknowledges and accepts 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. FEES

7.1 TLC shall pay a fee to the Locum Contractor calculated at the rate set out in the Confirmation of Assignment Form. The minimum rate of remuneration shall be no less than the minimum rate of pay applicable under the National Minimum Wage legislation. The Locum Contractor shall not be entitled to reimbursement of expenses unless otherwise agreed.

7.2 The Locum Contractor is a self-employed individual being supplied into a post that is not under the supervision, direction or control of any person as to the manner in which he/she renders his/her services. TLC will make gross payments to the Locum Contractor, that is without deductions in respect of PAYE income tax or National Insurance Contributions and the Locum Contractor shall be responsible for all taxes and deductions payable in respect of the fees.

7.3 The Locum Contractor is not entitled to receive payment from TLC or the Hirer for time not spent on an Assignment, whether in respect of holidays, illness, annual leave or absence for any other reason unless otherwise agreed.

7.4 For the avoidance of doubt, the Locum Contractor is not:

7.4.1 a worker for the purposes of the Working Time Regulations; or

7.4.2 an employed earner for the purposes of claiming any social security benefit from TLC or the Hirer including but not limited to statutory sick pay, statutory maternity pay, statutory adoption pay and statutory paternity pay.

7.5 In the unlikely event of an overpayment being made to you, TLC reserves the right to recover the value of the overpayment from subsequent payments to the Locum Contractor.

8. INVOICING AND SELF-BILLING

8.1 Subject to clause 8.3, where the Locum Contractor is registered for VAT, the Locum Contractor undertakes to enter into a self-billing agreement with TLC in the form attached as Schedule 2 (the "Self-Billing Agreement") and undertakes to renew the self-billing agreement on request. Where TLC has a current self-billing agreement with the Locum Contractor, the Locum Contractor will normally receive payment from TLC within three working days (not including public holidays) of receipt of the Locum Contractor's properly completed and authorised timesheet.

8.2 In the event that a request for a Self-Billing Agreement has been made but no Self-Billing Agreement has been received by TLC, the Locum Contractor will normally receive payment from TLC for the amount due to the Locum Contractor net of VAT within three working days (not including public holidays) of receipt of the Locum Contractor's properly completed and authorised timesheet and of the VAT on that payment within three working days (not including bank holidays) of receipt of a valid UK VAT invoice with regard to the Assignment of the Locum Contractor.

8.3 If within five working days of this agreement (not including bank holidays) the Locum Contractor informs TLC in writing that it does not wish to enter in a Self-Billing Agreement then no payment will be made to the Locum Contractor unless the timesheet submitted is accompanied by a valid VAT invoice from the Locum Contractor for the amount due from TLC to the Locum Contractor for the hours worked by the Locum Contractor in that week plus VAT. Such invoice should bear the Locum Contractor's name and VAT number and should state any VAT due on the invoiced sum. The Locum Contractor will normally receive payment from TLC within three working days (not including public holidays) of receipt of the Locum Contractor's properly completed and authorised timesheet and valid VAT invoice.

8.4 All payment due from TLC related to an Assignment will be made to the Locum Contractor and not to any third party or any sub-contractor or assignee.

9. TERMINATION

9.1 An Assignment may be terminated by either TLC or the Locum Contractor by giving the other party in writing the period of notice specified in the relevant Confirmation of Assignment Form.

9.2 Notwithstanding clause 9.1 above, TLC may without notice and without liability terminate an Assignment at any time, where:

9.2.1 the Locum Contractor has committed any serious or persistent breach of any of its obligations under this Agreement;

9.2.2 the Hirer reasonably believes that the Locum Contractor has not observed any condition of confidentiality applicable to the Locum Contractor from time to time;

9.2.3 for any reason the Locum Contractor proves unsatisfactory to the Hirer or unsuitable;

9.2.4 the Hirer becomes insolvent, dissolved or subject to a winding up petition or an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of either the Hirer or the Locum Contractor; or

9.2.5 the Locum Contractor is suspected of any fraud, dishonesty or serious misconduct;

9.2.6 the Locum Contractor is unable to perform an Assignment;

9.2.7 TLC suspects or believes that the Locum Contractor has not complied with the requirements of ITEPA or the NICs Legislation.

9.3 Failure by the Locum Contractor to give notice of termination as required by clause 9.1 shall constitute a breach of contract and shall entitle TLC to claim damages from the Locum Contractor for any Loss suffered by TLC.

9.4 The Locum Contractor acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between TLC and the Hirer. In the event that the contract between TLC and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Locum Contractor.

10. LIABILITY AND INDEMNITY

10.1 The Locum Contractor shall:

10.1.1 be liable for any Loss to any party resulting from the negligent acts or omissions of the Locum Contractor, during an Assignment; and

10.1.2 be liable for any defects arising in relation to the services performed on Assignment 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 TLC or the Hirer.

10.1.3 ensure the provision of adequate and suitable policies of insurance such as Professional Indemnity Insurance in respect of the Locum Contractor during an Assignment.

10.2 The Locum Contractor hereby agrees and undertakes to indemnify TLC against any Loss arising from any breach by it of the terms herein or any other legal obligations that it owes to TLC, including but not limited to any Losses TLC and/or the Hirer may suffer or incur as a result of:

10.2.1 any claim by the Locum Contractor to establish any liability or obligation upon TLC on the grounds that a Locum Contractor is an employee or a worker of TLC or the Hirer; or

10.2.2 any claim made under the AWR by or on behalf of the Locum Contractor that the Locum Contractor is an agency worker (as defined in the AWR).

10.3 The Locum Contractor hereby agrees and undertakes to indemnify both TLC and the Hirer against any Loss arising from all and any claims, assessments, demands and proceedings by any third party (including but not limited to HM Revenue and Customs or their successor) pursuant to IR35, ITEPA or the NICs legislation related to PAYE tax and national insurance contributions in respect of the payments made by the TLC to the Locum Contractor and all and any other taxes and revenues based on payments made by TLC to the Locum Contractor under this Agreement.

11. SEVERABILITY

If any of the provisions herein are found to be unenforceable, such provision shall be severed from the remaining terms, which continue to be valid to the extent permitted by the law.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

13. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall only apply to this agreement in relation to provisions for the benefit of the Hirer and no person other than parties (or their permitted assignees) or the Hirer shall have any rights under it.

Terms of Engagement: PAYE

Group 24 Limited trading as Locum 24/Nursing 24 or AHP 24, a company incorporated in England & Wales (registration number 8057994) of Unit 7, Mill Square, Featherstone Road, Wolverton Mill South, Milton Keynes, England, MK12 5ZD (“Group 24”), acting as an employment business as defined by section 13(3) of the Employment Agencies Act 1973, agrees to engage the Contractor and the Contractor agrees to provide services to Group 24’s Hirers, subject to this Agreement and on the terms of any relevant Confirmation of Assignment Form. Together Group 24 and the Contractor shall be the “parties”.

1. DEFINITIONS

1.1 In this Agreement, the following definitions apply:

“Contractor” means the person introduced by Group 24 to work on Assignments.

“Assignment” means the period of time during which the Contractor is engaged by Group 24 to render services to the Hirer, in accordance with a relevant Confirmation of Assignment Form.

“Hirer” means the person, firm or corporate body together with any subsidiary or associated company as defined by the applicable Companies Act legislation requiring the services of the Contractor.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Loss” and **“Losses”** means all losses, liabilities, damages, costs, expenses and charges whether direct, indirect, special or consequential (including without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees), including such items arising out of or resulting from actions, proceedings, claims and demands.

“Type of Work” means Assignments at all levels and all grades related to healthcare to include, but not limited to, the roles of locum doctors, nurses, care assistants, allied health professionals, health science services and clerical staff.

“WTR” means the Working Time Regulations 1998.

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 the Agreement are for convenience only and do not affect their interpretation.

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement).

2. THE AGREEMENT

2.1 This Agreement together with Group 24's Application Form and all applicable Confirmation of Assignment Forms constitutes a contract for services between Group 24 and the Contractor and governs all Assignments undertaken by the Contractor at the request of Group 24. No contract shall exist between the parties between Assignments. This Agreement shall be deemed to be accepted upon signature by the Contractor of Group 24's Application Form or upon commencement of an Assignment, whichever event is the earlier.

2.2 No variation or alteration to this Agreement shall be valid unless agreed between Group 24 and the Contractor. The details of any variation shall be notified to the Contractor by Group 24 in writing and such document shall state the date on or after which such varied terms shall apply.

3. PROVISION OF ASSIGNMENTS

3.1 Group 24 will endeavour to obtain suitable Assignments for the Contractor. Group 24 is under no obligation to offer Assignments to the Contractor and the Contractor is under no obligation to accept any Assignment offered by Group 24. The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that the suitability of the work to be offered shall be determined by Group 24 and Group 24 shall incur no liability to the Contractor should it fail to offer Assignments of the Type of Work or any other work.

3.2 At the same time as an Assignment is offered, Group 24 shall provide the Contractor with a Confirmation of Assignment Form setting out information about the Assignment and the Hirer in the form attached as Schedule 1.

3.3 No probationary period applies to the Contractor's engagement by Group 24.

4. RELATIONSHIP BETWEEN THE PARTIES

4.1 For the avoidance of doubt, neither this Agreement nor any Confirmation of Assignment shall give rise to a contract of employment between Group 24 and the Contractor. The Contractor is not an employee of Group 24 although Group 24 is required to make statutory deductions from the Contractor's remuneration in accordance with clause 7.1. The Contractor shall not hold himself out as an employee of either Group 24 or the Hirer.

4.2 In the event that any person should seek to establish any liability or obligation upon Group 24 on the grounds that an Contractor is an employee or a worker of Group 24 or the Hirer, the Contractor shall, upon demand, indemnify Group 24 and keep it indemnified in respect of any such liability or obligation and any related Loss which Group 24 or the Hirer shall incur.

5. OBLIGATIONS OF THE CONTRACTOR

5.1 The Contractor warrants that by entering into and performing his/her obligations under this Agreement and any Confirmation of Assignment the Contractor will not be in breach of any obligation which the Contractor owes to any third party; and he/she has the legal right to work in the UK.

5.2 If the Contractor accepts an Assignment, he/she agrees:

5.2.1 To co-operate with the Hirer's reasonable instructions within the scope of the Assignment and accept the direction, supervision and control of any responsible person in the Hirer's organisation, including but not limited to the completion and renewal of all mandatory criminal records checks and accreditations.

5.2.2 Not to engage in any conduct detrimental to the interests of Group 24 or the Hirer which includes any conduct tending to bring Group 24 or the Hirer into disrepute or which results in the loss of custom or business.

5.2.3 To comply with any statutory or other reasonable rules or obligations of the Hirer including but not limited to those relating to health and safety during the Assignment to the extent that they are applicable to him/her while performing the Assignment(s) and to take all reasonable steps to safeguard his/her own safety, and the safety of any other person who may be affected by his/her actions on the Assignment.

5.2.4 In the event that the Contractor has a right to work in the UK covered by a social security scheme in a Member State other than the UK, to pay such social fee contributions as may be applicable in the Member State concerned. In the event that Group 24 is required to pay contributions in the Member State concerned or in the UK, the Contractor undertakes to indemnify Group 24 for the same and Group 24 will be entitled to deduct the amount paid in contributions from any sums owed by way of remuneration to the Contractor.

5.2.5 To notify Group 24 of any reason why he/she may not be suitable for an Assignment without delay whether before or during the Assignment.

5.2.6 To notify Group 24 immediately if you are convicted of a criminal offence, if any allegation of criminal conduct has been made against you, or if you become involved in any police investigation.

5.2.7 To notify Group 24 at least one hour before their agreed start time if they are unable to work on an agreed Assignment. If this is not possible, the Contractor should inform the Hirer and then Group 24 as soon as possible.

5.2.8 You must abide by your obligations of confidentiality in accordance with section 3.15 of the Induction Handbook. You must also not do or say anything which may bring Group 24 or the Hirer into disrepute. This includes the publication of critical, disparaging or derogatory comments, whether in writing or electronically via social media.

5.3 The Contractor acknowledges that any breach of his/her obligations set out in this clause may cause Group 24 to suffer Loss and that Group 24 reserves the right to recover such Loss from the Contractor.

6. TIMESHEETS

6.1 The Contractor shall deliver to Group 24 the Group 24 timesheet duly completed to indicate the number of hours worked by the Contractor during the period of the timesheet and signed by an authorised representative of the Hirer. The Contractor is responsible for having their timesheet properly authenticated by the Hirer.

6.2 Where the Contractor fails to submit a timesheet properly authenticated by the Hirer, Group 24 shall, in a timely fashion, conduct further reasonable investigations to enable it to satisfy itself that the Contractor worked for the particular period in issue (whether or not such investigation entails consideration of the reasons, if any, that the Hirer has refused to produce such verification). This may delay any payment due to the Contractor until Group 24 can be satisfied that the Contractor carried out the stated hours of work. Group 24 shall not make payment to the Contractor for work not carried out.

6.3 The Contractor acknowledges and accepts 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

7.1 Group 24 shall pay remuneration to the Contractor calculated at the rate set out in the Confirmation of Assignment Form, subject to deductions in respect of PAYE pursuant to sections 44-47 ITEPA and primary Class 1 National Insurance Contributions and any other deductions which Group 24 may be required by law to make. The minimum rate of remuneration shall be no less than the minimum rate of pay applicable under the National Minimum Wage legislation. The Contractor shall not be entitled to reimbursement of expenses unless otherwise agreed.

7.2 Subject to the Contractor complying with the provisions of clause 6.1, Group 24 shall pay the Contractor for all hours or days worked by the Contractor regardless of whether Group 24 has received payment from the Hirer for those hours.

7.3 Subject to any statutory entitlement under any relevant legislation as referred to in clause 8, the Contractor is not entitled to receive payment from Group 24 or the Hirer for time not spent on an Assignment, whether in respect of holidays, illness, annual leave or absence for any other reason unless otherwise agreed. The Contractor is not entitled to any benefits unless otherwise specified.

7.4 In the unlikely event of an overpayment being made to you, Group 24 reserves the right to recover the value of the overpayment from subsequent payments to the Contractor.

8. STATUTORY ENTITLEMENTS

8.1 The Contractor is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement is 5.6 weeks' paid annual leave, subject to a maximum of 28 days.

8.2 The amount of payment which the Contractor will receive in respect of annual leave will be calculated in accordance with and paid in proportion to the number of hours which the Contractor has worked on Assignment during the leave year (which runs from 1 January to 31 December). This will be paid along with the Contractor's hourly pay. The amount of this holiday pay will be itemised on the Contractor's pay slip. The Contractor agrees that Group 24 may off-set the amount of holiday pay already paid to the Contractor against any claim for holiday pay by the Contractor for leave during an Assignment, upon termination of an Assignment, or otherwise. The Contractor is not entitled to any other paid leave.

8.3 If the Contractor is deemed to be an Agency Worker as defined in the AWR during an Assignment the Contractor is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, and any Confirmation of Assignment Form will be deemed to be varied to take into account such entitlements under the AWR.

8.4 TLC reserves the right to ask you to complete training as may be required from time to time.

8.5 For the avoidance of doubt, the Contractor's working time under the WTR shall only consist of those periods during which he/she is carrying out duties or activities for the Hirer during an Assignment. Time spent travelling to the Hirer's premises, lunch breaks and other rest breaks shall not count as part of the Contractor's working time for these purposes.

9. TERMINATION

9.1 An Assignment may be terminated by the Contractor by giving Group 24 the period of notice specified in the relevant Confirmation of Assignment Form, in writing.

9.2 Notwithstanding clause 9.1 above, Group 24 or the Hirer may without notice and without liability terminate an Assignment at any time without prior notice or liability, save for payment for hours worked by the Contractor up to the date of termination of the Assignment.

9.3 The Contractor acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between Group 24 and the Hirer. In the event that the contract between Group 24 and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor, save for payment for hours worked by the Contractor up to the date of termination of the Assignment.

9.4 If the Contractor is unable to attend work during the course of an Assignment and does not inform Group 24 or the Hirer in accordance with the Confirmation of Assignment Form, this will be treated as immediate termination of the Assignment by the Contractor unless the Contractor can show that exceptional circumstances prevented him/her from complying with the Confirmation of Assignment Form.

9.5 If the Contractor has failed to keep their mandatory documentation up to date, including but not limited to their criminal records checks, the Assignment will be cancelled with immediate effect and the Contractor will not be entitled to receive any further payments in relation to any period of the Assignment save for payment for hours worked by the Contractor up to the date of termination of the Assignment. The Contractor will not be eligible to undertake any future Assignment until they can provide proof of valid and unexpired mandatory documents.

10. SEVERABILITY

If any of the provisions herein are found to be unenforceable, such provision shall be severed from the remaining terms, which continue to be valid to the extent permitted by the law.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

12. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall only apply to this agreement in relation to provisions for the benefit of the Hirer and no person other than parties (or their permitted assignees) or the Hirer shall have any rights under it.

Terms of Engagement: Limited/Personal Service Company (PSC)

Group 24 Limited trading as Locum 24/Nursing 24 or AHP 24, a company incorporated in England & Wales (registration number 8057994) of Unit 7, Mill Square, Featherstone Road, Wolverton Mill South, Milton Keynes, England, MK12 5ZD (“Group 24”), acting as an employment business as defined by section 13(3) of the Employment Agencies Act 1973, agrees to engage the Contractor and the Contractor agrees to provide services to Group 24’s Hirers, subject to this Agreement and on the terms of any relevant Confirmation of Assignment Form. Together Group 24 and the Contractor shall be the “parties”.

1. DEFINITIONS

1.1 In this Agreement, the following definitions apply:

“Assignment” means the services to be performed by the Worker for a period of time during which the Contractor is engaged by Group 24 to render services to the Hirer, in accordance with a relevant Confirmation of Assignment Form.

“Contractor” means the personal service/limited company (PSC) introduced by Group 24 to render services to the Hirer.

“Hirer” means the person, firm or corporate body together with any subsidiary or associated company as defined by the applicable Companies Act legislation requiring the Contractor’s Services.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Loss” and **“Losses”** means all losses, liabilities (including without limitation any liability to any tax), damages, costs, expenses and charges whether direct, indirect, special or consequential (including without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees), including such items arising out of or resulting from actions, proceedings, claims and demands.

“Worker” means the employee, officer or other representative of the Contractor, which the Contractor shall supply to Group 24 to render services to the Hirer during an Assignment.

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 the Agreement are for convenience only and do not affect their interpretation.

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement).

2. THE AGREEMENT

2.1 This Agreement together with Group 24's Application Form and all applicable Confirmation of Assignment Forms constitute the entire agreement between Group 24 and the Contractor and governs all Assignments undertaken by the Contractor and the Worker at the request of Group 24.

No contract shall exist between the parties between Assignments.

This Agreement shall prevail over any terms put forward by the Contractor.

This Agreement is deemed to be accepted by the Contractor upon signature by the Contractor of Group 24's Application Form or upon commencement of an Assignment by the Contractor, whichever event is the earlier.

2.2 No variation or alteration to this Agreement shall be valid unless agreed between Group 24 and the Contractor. The details of any variation shall be notified to the Contractor by Group 24 in and such document shall state the date on or after which such varied terms shall apply.

3. PROVISION OF ASSIGNMENTS

3.1 Group 24 will endeavour to obtain suitable Assignments for the Contractor. Group 24 is under no obligation to offer Assignments to the Contractor and the Contractor is under no obligation to accept any Assignment offered by Group 24. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any Assignments.

3.2 Subject to clause 6, the Contractor's obligation to perform services during an Assignment shall be performed by the Worker named in the relevant Confirmation of Assignment Form.

3.3 The suitability of the work to be offered shall be determined by Group 24 and Group 24 shall incur no liability to the Contractor or the Worker should it fail to offer Assignments.

3.4 At the same time as an Assignment is offered, Group 24 shall provide the Contractor with a Confirmation of Assignment Form setting out information about the Assignment in the form attached as Schedule 1.

4. RELATIONSHIP BETWEEN THE PARTIES

4.1 During an Assignment, the Contractor will be engaged on a contract for services by Group 24 on the terms of this Agreement and the relevant Confirmation of Assignment Form. For the avoidance of doubt, this Agreement shall not be construed as a contract of employment between any Worker or representative of the Contractor supplied to carry out the Assignment, and either Group 24 or the Hirer. The Contractor shall ensure that no Worker shall hold himself out as an employee of either Group 24 or the Hirer.

4.2 The Contractor acknowledges that it supplies its services to Group 24 as an independent Contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to any Worker (including but not limited to the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Contractor.

4.3 Any liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.

In the event that any person should seek to establish any liability or obligation upon Group 24 on the grounds that the Worker is an employee or a worker of Group 24 or the Hirer, the Contractor shall, upon demand, indemnify Group 24 and keep it indemnified in respect of any such liability or obligation and any related Losses which Group 24 or the Hirer shall incur.

4.4 The Contractor acknowledges that that no Worker is an Agency Worker as defined under the Contractors Regulations 2010 (AWR) and that the AWR do not apply in relation to this Agreement or any Assignment.

4.5 In the event that Group 24 is required by law to provide information about the Worker, the Contractor will provide all information requested as soon as reasonably practicable, and no later than 10 working days after Group 24's request.

5. UNDERTAKINGS OF THE CONTRACTOR

5.1 The Contractor warrants to Group 24 that:

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

5.3 It is not and undertakes that it will not become a managed service company ("MSC") as defined in section 61B of the ITEPA but that it is a PSC;

5.4 The Worker has a material interest in the Contractor (as defined by section 51 ITEPA) which includes holding more than 5% of the shares in the Contractor.

5.5 Its Workers have the necessary skills and qualifications to perform the Assignments;

5.6 Its Workers have the legal right to work in the UK and will, on request, provide Group 24 with any and all documents for the purposes of photocopying, which confirm a Worker's right to work in the UK.

5.7 It will comply at all times with ITEPA and any legislation relating to National Insurance contributions ("NICs Legislation"), including in particular in relation to the deduction of appropriate PAYE and national insurance contributions in relation to payments made to the Worker;

5.8 It is not incorporated or registered or resident for tax purposes in a jurisdiction outside the UK;

5.9 It will pay all tax liabilities arising on the Contractor, including, but not limited to corporation tax and VAT;

5.10 It will provide Group 24 with all such information it may require to comply with any reporting requirements Group 24 has under s.716B ITEPA; and

5.11 If required by law to be registered, it will become registered and will remain registered for Value Added Tax (VAT) and will notify Group 24 of such registration. In the event of the Contractor no longer being registered for VAT it will inform Group 24 immediately.

5.12 The warranties and undertakings of the Contractor in clause 5.1 are given on a continuing basis and are deemed to be given by the Contractor during each Assignment by the Worker. If the Contractor is unable at any time during an Assignment to give such warranties it shall inform Group 24 immediately. The Contractor shall indemnify Group 24 and keep it indemnified in respect of any related Loss which Group 24 or the Hirer shall incur as a result of such breach of warranty.

6. OBLIGATIONS OF THE CONTRACTOR

6.1 The Contractor agrees on its own part and on behalf of the Worker if it accepts an Assignment:

6.1.1 To co-operate with the Hirer's reasonable instructions within the scope of the Assignment and not to engage in any conduct detrimental to the interests of Group 24 or the Hirer which includes any conduct tending to bring Group 24 or the Hirer into disrepute or which results in the loss of custom or business.

6.1.2 To comply with any statutory or other reasonable rules or obligations of the Hirer including but not limited to those relating to health and safety during the Assignment to the extent that they are applicable to them while performing the Assignment(s) and to take all reasonable steps to safeguard its own safety, the safety of the Worker and the safety of any other person who may be affected by its actions on the Assignment, including but not limited to the completion and renewal of all mandatory checks and accreditations for the Worker, such as any criminal records checks.

6.1.3 To notify Group 24 immediately if the Worker is alleged to have committed a criminal offence, is convicted of a criminal offence, or is otherwise involved in any police investigation.

6.1.4 To furnish the Hirer and/or Group 24 with any progress reports relating to the Assignment as may be requested from time to time.

6.1.5 To, in the event that the Worker having a right to work in the UK covered by a social security scheme in a Member State other than the UK, ensure that it or the Worker will pay such social fee contributions as may be applicable in the Member State concerned. In the event that Group 24 is required to pay contributions in the Member State concerned or in the UK, the Contractor undertakes to indemnify Group 24 for the same.

6.1.6 To use best endeavours to supply the services on Assignment in a professional manner and to a high standard of workmanship at all times.

6.1.7 To provide at its own cost all such necessary equipment as is reasonable for the adequate performance by the Worker of the services on Assignment.

6.1.8 To notify Group 24 forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.

6.1.9 To abide by their obligations of confidentiality, and to ensure the Worker complies with their obligations of confidentiality, in accordance with section 3.15 of the Induction Handbook. The Contractor must not do or say anything which may bring Group 24 or the Hirer into disrepute and must use their influence over the Worker to prevent such comments from being made. This includes the publication of critical, disparaging or derogatory comments, whether in writing or electronically via social media.

6.2 Subject to 6.1.1 the Contractor shall have reasonable autonomy in relation to determining the method of performance of the services but in doing so it shall co-operate with the Hirer and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Hirer.

6.3 If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why its assigned Worker may not be suitable for an Assignment, the Contractor shall notify Group 24 without delay.

6.4 Subject to the prior written approval of the Hirer, the Contractor shall be entitled to assign or sub-contract the performance of the services on Assignment provided that Group 24 and the Hirer are reasonably satisfied that the assignee or sub-Contractor has the required skills, qualifications, resources and personnel to provide the services to the required standard and that the terms of any assignment or sub-contract contain the same obligations imposed by this Agreement. The Contractor shall ensure that any Worker, sub-Contractor or assignee are not and shall not become an MSC and that they are PSCs which are compliant in all respects with ITEPA and NICs Legislation.

6.5 Save as otherwise stated in this Agreement, the Contractor shall be entitled to supply its services to any third party during the term of this Agreement provided that this does not compromise and is not to the detriment of the supply of its services to the Hirer.

7. TIMESHEETS AND INVOICING

7.1 The Contractor shall, or shall procure that the Worker shall, deliver to Group 24 the Group 24 timesheet duly completed to indicate the number of hours worked by the Worker during the period of the timesheet and signed by an authorised representative of the Hirer. The Contractor is ultimately responsible for having the timesheet properly authenticated by the Hirer.

7.2 Where the Contractor or Worker fails to submit a timesheet properly authenticated by the Hirer, Group 24 shall, in a timely fashion, conduct further reasonable investigations to enable it to satisfy itself that the Worker worked for the particular period in issue (whether or not such investigation entails consideration of the reasons, if any, that the Hirer has refused to produce such verification). This may delay any payment due to the Contractor until Group 24 can be satisfied that the Contractor or Worker carried out the stated hours of work. Group 24 shall not make payment to the Contractor for work not carried out.

7.3 The Contractor acknowledges and accepts 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.

8. INVOICING AND SELF-BILLING

8.1 Subject to clause 8.3, where the Contractor is registered for VAT, the Contractor undertakes to enter into a self-billing agreement with Group 24 in the form attached as Schedule 2 (the “Self-Billing Agreement”) and undertakes to renew the self-billing agreement on request. Where Group 24 has a current self-billing agreement with the Contractor, the Contractor will normally receive payment from Group 24 within three working days (not including public holidays) of receipt of the Worker’s properly completed and authorised timesheet.

8.2 In the event that a request for a Self-Billing Agreement has been made but no Self-Billing Agreement has been received by Group 24, the Contractor will normally receive payment from Group 24 for the amount due to the Contractor net of VAT within three working days (not including public holidays) of receipt of the Worker’s properly completed and authorised timesheet and of the VAT on that payment within three working days (not including bank holidays) of receipt of a valid UK VAT invoice with regard to the Assignment of the Worker.

8.3 If within five working days of this agreement (not including bank holidays) the Contractor informs Group 24 in writing that it does not wish to enter in a Self-Billing Agreement then no payment will be made to the Contractor unless the timesheet submitted is accompanied by a valid VAT invoice from the Contractor for the amount due from Group 24 to the Contractor for the hours worked by the Worker plus VAT. Such invoice should bear the Contractor’s name, company registration number and VAT number, the name of the Worker, and should state any VAT due on the invoiced sum. The Contractor will normally receive payment from Group 24 within three working days (not including public holidays) of receipt of the Worker’s properly completed and authorised timesheet and valid VAT invoice.

8.4 All payment due from Group 24 related to an Assignment will be made to the Contractor and not to any third party or Worker or any sub-Contractor or assignee.

9. FEES

9.1 The fee payable by Group 24 to the Contractor for an Assignment shall be at the rate set out in the Confirmation of Assignment Form. The minimum rate of remuneration shall be no less than the minimum rate of pay applicable under the National Minimum Wage legislation. The Contractor shall not be entitled to reimbursement of expenses unless otherwise agreed.

9.2 Subject to the Contractor complying with the provisions of clause 7.1 and clause 8, Group 24 shall pay the Contractor for all hours or days worked by the Worker regardless of whether Group 24 has received payment from the Hirer for those hours.

9.3 Group 24 shall not be obliged to pay the Contractor for any periods during which the Contractor's Services are not being provided under an Assignment.

9.4 In the unlikely event of an overpayment being made to you, Group 24 reserves the right to recover the value of the overpayment from subsequent payments to the Contractor.

10. TERMINATION

10.1 An Assignment may be terminated by either Group 24 or the Contractor by giving the other party in writing the period of notice specified in the relevant Confirmation of Assignment Form.

10.2 Notwithstanding clause 9.1 above, Group 24 may without notice and without liability terminate an Assignment at any time, where:

10.2.1 The Contractor has committed any serious or persistent breach of any of its obligations under this Agreement;

10.2.2 The Hirer reasonably believes that the Contractor or Worker has not observed any condition of confidentiality applicable to the Contractor and Worker from time to time;

10.2.3 For any reason the Contractor or Worker proves unsatisfactory to the Hirer or the Worker unsuitable;

10.2.4 The Contractor or the Hirer becomes insolvent, dissolved or subject to a winding up petition;

10.2.5 Any Worker or other member of the Contractor's staff is suspected of any fraud, dishonesty or serious misconduct, or convicted of a criminal offence;

10.2.6 The Worker is unable to perform an Assignment;

10.2.7 Group 24 suspects or believes that the Contractor has not complied with the requirements of ITEPA or the NICs Legislation.

10.3 Failure by the Contractor to give notice of termination as required by clause 9.1 shall constitute a breach of contract and shall entitle Group 24 to claim damages from the Contractor for any Loss suffered by Group 24.

10.4 The Contractor acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between Group 24 and the Hirer. In the event that the contract between Group 24 and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.

11. CONTRACT MONITORING AND AUDITS

11.1 Group 24 reserves the right to audit the Contractor on an ad hoc basis to ensure compliance with the Agreement and all statutory requirements in relation to the Worker who has worked on Assignments, including but not limited to ITEPA and the NICs legislation.

11.2 To assist Group 24 in its audit, the Contractor will maintain such records as are necessary to comply with this Agreement and all statutory requirements in relation to the Worker, and will provide copies of the same to Group 24 on request. The Contractor will provide Group 24 with access to its premises and original records relating to the Worker.

12. LIABILITY AND INDEMNITY

12.1 The Contractor shall:

12.1.1 be liable for any Loss to any party resulting from the negligent acts or omissions of the Contractor or the Worker, or from the acts or omissions of any assignee or sub-Contractor to whom the Contractor assigns or sub-contracts the performance of services, during an Assignment; and

12.1.2 Be liable for any defects arising in relation to the services performed on Assignment 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 Group 24 or the Hirer.

12.1.3 Ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance such as Professional Indemnity Insurance in respect of the Contractor and the Worker during an Assignment.

12.2 The Contractor hereby agrees and undertakes to indemnify Group 24 against any Loss arising from any breach by it of the terms herein or any other legal obligations that it owes to Group 24 or the Worker, including against any Losses Group 24 or the Hirer may suffer or incur as a result of any claim made by or on behalf of the Worker under the AWR.

12.3 The Contractor hereby agrees and undertakes to indemnify both Group 24 and the Hirer against any Loss arising from all and any claims, assessments, demands and proceedings by any third party (including but not limited to HM Revenue and Customs or their successor) pursuant to IR35, ITEPA or the NICs legislation in respect of the payments made by the Contractor to the Worker and all and any other taxes and revenues based on payments made by Group 24 to the Contractor under this Agreement.

13. SEVERABILITY

If any of the provisions herein are found to be unenforceable, such provision shall be severed from the remaining terms, which continue to be valid to the extent permitted by the law.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

15. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall only apply to this agreement in relation to provisions for the benefit of the Hirer and no person other than parties (or their permitted assignees) or the Hirer shall have any rights under it.

Terms of Engagement: Locum Contractor (Self-Employed Worker)

Group 24 Limited trading as Locum 24/Nursing 24 or AHP 24, a company incorporated in England & Wales (registration number 8057994) of Unit 7, Mill Square, Featherstone Road, Wolverton Mill South, Milton Keynes, England, MK12 5ZD (“Group 24”), acting as an employment business as defined by section 13(3) of the Employment Agencies Act 1973, agrees to engage the Locum Contractor and the Locum Contractor agrees to provide services to Group 24’s clients, subject to this Agreement and on the terms of any relevant Confirmation of Assignment Form. Together Group 24 and the Contractor shall be the “parties”.

1. DEFINITIONS

1.1 In this Agreement, the following definitions apply:

“Assignment” means the period of time during which the Locum Contractor is engaged by Group 24 to render services to the Hirer, in accordance with a relevant Confirmation of Assignment Form.

“Locum Contractor” means the self-employed worker introduced by Group 24 to render services to the Hirer.

“Hirer” means the person, firm or corporate body together with any subsidiary or associated company as defined by the applicable Companies Act legislation requiring the services of the Locum Contractor.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Loss” and **“Losses”** means all losses, liabilities (including without limitation, any liability to any tax), damages, costs, expenses and charges whether direct, indirect, special or consequential (including without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees), including such items arising out of or resulting from actions, proceedings, claims and demands.

“Type of Work” means Assignments at senior levels and all grades where the Locum Contractor is operating under their own direction, control and supervision.

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 the Agreement are for convenience only and do not affect their interpretation.

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement).

2. THE AGREEMENT

2.1 This Agreement together with Group 24's Application Form and all applicable Confirmation of Assignment Forms constitutes a contract for services between Group 24 and the Locum Contractor and governs all Assignments undertaken by the Locum Contractor at the request of Group 24. No contract shall exist between the parties between Assignments. This Agreement shall prevail over any terms put forward by the Locum Contractor. This Agreement is deemed to be accepted by the Locum Contractor upon signature by the Locum Contractor of Group 24's Application Form or upon commencement of an Assignment by the Contractor, whichever event is the earlier.

2.2 No variation or alteration to this Agreement shall be valid unless agreed between Group 24 and the Locum Contractor. The details of any variation shall be notified to the Locum Contractor by Group 24 in writing and such document shall state the date on or after which such varied terms shall apply.

3. PROVISION OF ASSIGNMENTS

3.1 Group 24 will endeavour to obtain suitable Assignments for the Locum Contractor. Group 24 is under no obligation to offer Assignments to the Locum Contractor and the Locum Contractor is under no obligation to accept any Assignment offered by Group 24. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or in between any Assignments. The Locum Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that the suitability of the work to be offered shall be determined by Group 24 and Group 24 shall incur no liability to the Locum Contractor should it fail to offer Assignments of the Type of Work or any other work.

3.2 At the same time as an Assignment is offered, Group 24 shall provide the Locum Contractor with a Confirmation of Assignment Form setting out information about the Assignment and the Hirer in the form attached as Schedule 1.

3.3 Save as otherwise stated in this Agreement, the Locum Contractor shall be entitled to supply its services to any third party during the term of this Agreement provided that this does not compromise and is not to the detriment of the supply of the Locum Contractor's services to the Hirer on Assignment.

4. RELATIONSHIP BETWEEN THE PARTIES

4.1 For the avoidance of doubt, neither this Agreement nor any Confirmation of Assignment shall give rise to a contract of employment between Group 24 and the Locum Contractor. The Locum Contractor is not an employee of Group 24 but is engaged on a contract for services. The Locum Contractor shall not hold himself out as an employee or worker of either Group 24 or the Hirer.

4.2 The Locum Contractor acknowledges to Group 24 that his/her services are supplied to Group 24 on a self-employed basis and that accordingly:

4.2.1 the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the services on Assignment are provided shall fall upon and be discharged wholly and exclusively by the Locum Contractor.

4.2.2 Group 24 is a client of the profession carried on by the Locum Contractor and the Locum Contractor is not an agency worker as defined under the Agency Workers Regulations 2010 and that the Agency Workers Regulations do not apply in relation to this Agreement or any Assignment.

5. OBLIGATIONS OF THE LOCUM CONTRACTOR

5.1 The Locum Contractor warrants to Group 24 that:

5.1.1 by entering into and performing his/her obligations under this Agreement and any Confirmation of Assignment the Locum Contractor will not be in breach of any obligation which the Locum Contractor owes to any third party;

5.1.2 he/she is fit to practise in the capacity of the role specified in the Confirmation of Assignment Form and has the necessary skills and qualifications to perform the services on Assignment; and

5.1.3 he/she has the legal right to work in the UK and will, on request, provide Group 24 with any and all documents for the purposes of photocopying, which confirm the Locum Contractor's right to work in the UK.

5.1.4 he/she will meet all tax liabilities relating to the Assignment falling on the Locum Contractor, including, but not limited to VAT, income tax and national insurance contributions;

5.1.5 he/she will provide Group 24 with all such information it may require to comply with any reporting requirements Group 24 has under s.716B ITEPA; and

5.1.6 if required by law to be registered, he/she will become registered and will remain registered for Value Added Tax (VAT) and will notify Group 24 of such registration. In the event of the Locum Contractor no longer being registered for VAT the Locum Contractor will inform Group 24 immediately.

5.2 If the Locum Contractor accepts an Assignment, he/she agrees:

5.2.1 Not to engage in any conduct detrimental to the interests of Group 24 or the Hirer which includes any conduct tending to bring Group 24 or the Hirer into disrepute or which results in the loss of custom or business.

5.2.2 To comply with any statutory or other reasonable rules or obligations of the Hirer including but not limited to the completion and renewal of all mandatory criminal records checks and accreditations, and to those relating to health and safety during the Assignment to the extent that they are applicable to him/her while performing the Assignment(s) and to take all reasonable steps to safeguard his/her own safety, and the safety of any other person who may be affected by his/her actions on the Assignment.

5.2.3 To notify Group 24 of any reason why he/she may not be suitable for an Assignment without delay whether before or during the Assignment.

5.2.4 To furnish the Hirer and/or Group 24 with any progress reports relating to the Assignment as may be requested from time to time.

5.2.5 To notify Group 24 immediately if they are convicted of a criminal offence, if any allegation of criminal conduct has been made against them, or if they become involved in any police investigation.

5.2.6 In the event that the Locum Contractor has a right to work in the UK covered by a social security scheme in a Member State other than the UK, to ensure that the Locum Contractor will pay such social fee contributions as may be applicable in the Member State concerned. In the event that Group 24 is required to pay contributions in the Member State concerned or in the UK, the Locum Contractor undertakes to indemnify Group 24 for the same.

5.2.7 To use best endeavours to supply the services on Assignment in a professional manner and to a high standard of workmanship at all times.

5.2.8 To notify Group 24 at least one hour before their agreed start time if they are unable to work on an agreed Assignment. If this is not possible, they should inform the Hirer and then Group 24 as soon as possible.

5.2.9 To abide by their obligations of confidentiality in accordance with section 3.15 of the Induction Handbook. They must also not do or say anything which may bring Group 24 or the Hirer into disrepute. This includes the publication of critical, disparaging or derogatory comments, whether in writing or electronically via social media.

5.2.10 To provide at its own cost all such necessary equipment as is reasonable for the adequate performance by the Locum Contractor of the services on Assignment.

5.2.11 To notify Group 24 forthwith in writing if he/she should become bankrupt.

5.3 The warranties and undertakings of the Locum Contractor in clause 5.1 are given on a continuing basis and are deemed to be given by the Locum Contractor during each Assignment. If the Locum Contractor is unable at any time during an Assignment to give such warranties it shall inform Group 24 immediately. The Locum Contractor shall indemnify Group 24 and keep it indemnified in respect of any related Loss which Group 24 or the Hirer shall incur as a result of such breach of warranty.

5.4 Subject to clause 5.2, the Locum Contractor shall have reasonable autonomy in relation to determining the method of performance of the services but in doing so it shall co-operate with the Hirer and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Hirer.

5.5 The Locum Contractor acknowledges that any breach of his/her obligations set out in this clause may cause Group 24 to suffer Loss and that Group 24 reserves the right to recover such Loss from the Locum Contractor.

6. TIMESHEETS

6.1 The Locum Contractor shall deliver to Group 24 the Group 24 timesheet duly completed to indicate the number of hours worked by the Locum Contractor during the period of the timesheet and signed by an authorised representative of the Hirer. The Locum Contractor is responsible for having their timesheet properly authenticated by the Hirer.

6.2 Where the Locum Contractor fails to submit a timesheet properly authenticated by the Hirer, Group 24 shall, in a timely fashion, conduct further reasonable investigations to enable it to satisfy itself that the Locum Contractor worked for the particular period in issue (whether or not such investigation entails consideration of the reasons, if any, that the Hirer has refused to produce such verification). This may delay any payment due to the Locum Contractor until Group 24 can be satisfied that the Locum Contractor carried out the stated hours of work. Group 24 shall not make payment to the Locum Contractor for work not carried out.

6.3 The Locum Contractor acknowledges and accepts 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. FEES

7.1 Group 24 shall pay a fee to the Locum Contractor calculated at the rate set out in the Confirmation of Assignment Form. The minimum rate of remuneration shall be no less than the minimum rate of pay applicable under the National Minimum Wage legislation. The Locum Contractor shall not be entitled to reimbursement of expenses unless otherwise agreed.

7.2 The Locum Contractor is a self-employed individual being supplied into a post that is not under the supervision, direction or control of any person as to the manner in which he/she renders his/her services. Group 24 will make gross payments to the Locum Contractor, that is without deductions in respect of PAYE income tax or National Insurance Contributions and the Locum Contractor shall be responsible for all taxes and deductions payable in respect of the fees.

7.3 The Locum Contractor is not entitled to receive payment from Group 24 or the Hirer for time not spent on an Assignment, whether in respect of holidays, illness, annual leave or absence for any other reason unless otherwise agreed.

7.4 For the avoidance of doubt, the Locum Contractor is not:

7.4.1 a worker for the purposes of the Working Time Regulations; or

7.4.2 an employed earner for the purposes of claiming any social security benefit from Group 24 or the Hirer including but not limited to statutory sick pay, statutory maternity pay, statutory adoption pay and statutory paternity pay.

7.5 In the unlikely event of an overpayment being made to you, Group 24 reserves the right to recover the value of the overpayment from subsequent payments to the Locum Contractor.

8. INVOICING AND SELF-BILLING

8.1 Subject to clause 8.3, where the Locum Contractor is registered for VAT, the Locum Contractor undertakes to enter into a self-billing agreement with Group 24 in the form attached as Schedule 2 (the "Self-Billing Agreement") and undertakes to renew the self-billing agreement on request. Where Group 24 has a current self-billing agreement with the Locum Contractor, the Locum Contractor will normally receive payment from Group 24 within three working days (not including public holidays) of receipt of the Locum Contractor's properly completed and authorised timesheet.

8.2 In the event that a request for a Self-Billing Agreement has been made but no Self-Billing Agreement has been received by Group 24, the Locum Contractor will normally receive payment from Group 24 for the amount due to the Locum Contractor net of VAT within three working days (not including public holidays) of receipt of the Locum Contractor's properly completed and authorised timesheet and of the VAT on that payment within three working days (not including bank holidays) of receipt of a valid UK VAT invoice with regard to the Assignment of the Locum Contractor.

8.3 If within five working days of this agreement (not including bank holidays) the Locum Contractor informs Group 24 in writing that it does not wish to enter in a Self-Billing Agreement then no payment will be made to the Locum Contractor unless the timesheet submitted is accompanied by a valid VAT invoice from the Locum Contractor for the amount due from Group 24 to the Locum Contractor for the hours worked by the Locum Contractor in that week plus VAT. Such invoice should bear the Locum Contractor's name and VAT number and should state any VAT due on the invoiced sum. The Locum Contractor will normally receive payment from Group 24 within three working days (not including public holidays) of receipt of the Locum Contractor's properly completed and authorised timesheet and valid VAT invoice.

8.4 All payment due from Group 24 related to an Assignment will be made to the Locum Contractor and not to any third party or any sub-contractor or assignee.

9. TERMINATION

9.1 An Assignment may be terminated by either Group 24 or the Locum Contractor by giving the other party in writing the period of notice specified in the relevant Confirmation of Assignment Form.

9.2 Notwithstanding clause 9.1 above, Group 24 may without notice and without liability terminate an Assignment at any time, where:

9.2.1 the Locum Contractor has committed any serious or persistent breach of any of its obligations under this Agreement;

9.2.2 the Hirer reasonably believes that the Locum Contractor has not observed any condition of confidentiality applicable to the Locum Contractor from time to time;

9.2.3 for any reason the Locum Contractor proves unsatisfactory to the Hirer or unsuitable;

9.2.4 the Hirer becomes insolvent, dissolved or subject to a winding up petition or an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of either the Hirer or the Locum Contractor; or

9.2.5 the Locum Contractor is suspected of any fraud, dishonesty or serious misconduct;

9.2.6 the Locum Contractor is unable to perform an Assignment;

9.2.7 Group 24 suspects or believes that the Locum Contractor has not complied with the requirements of ITEPA or the NICs Legislation.

9.3 Failure by the Locum Contractor to give notice of termination as required by clause 9.1 shall constitute a breach of contract and shall entitle Group 24 to claim damages from the Locum Contractor for any Loss suffered by Group 24.

9.4 The Locum Contractor acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between Group 24 and the Hirer. In the event that the contract between Group 24 and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Locum Contractor.

10. LIABILITY AND INDEMNITY

10.1 The Locum Contractor shall:

10.1.1 be liable for any Loss to any party resulting from the negligent acts or omissions of the Locum Contractor, during an Assignment; and

10.1.2 be liable for any defects arising in relation to the services performed on Assignment 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 Group 24 or the Hirer.

10.1.3 ensure the provision of adequate and suitable policies of insurance such as Professional Indemnity Insurance in respect of the Locum Contractor during an Assignment.

10.2 The Locum Contractor hereby agrees and undertakes to indemnify Group 24 against any Loss arising from any breach by it of the terms herein or any other legal obligations that it owes to Group 24, including but not limited to any Losses Group 24 and/or the Hirer may suffer or incur as a result of:

10.2.1 any claim by the Locum Contractor to establish any liability or obligation upon Group 24 on the grounds that a Locum Contractor is an employee or a worker of Group 24 or the Hirer; or

10.2.2 any claim made under the AWR by or on behalf of the Locum Contractor that the Locum Contractor is an agency worker (as defined in the AWR).

10.3 The Locum Contractor hereby agrees and undertakes to indemnify both Group 24 and the Hirer against any Loss arising from all and any claims, assessments, demands and proceedings by any third party (including but not limited to HM Revenue and Customs or their successor) pursuant to IR35, ITEPA or the NICs legislation related to PAYE tax and national insurance contributions in respect of the payments made by the Group 24 to the Locum Contractor and all and any other taxes and revenues based on payments made by Group 24 to the Locum Contractor under this Agreement.

11. SEVERABILITY

If any of the provisions herein are found to be unenforceable, such provision shall be severed from the remaining terms, which continue to be valid to the extent permitted by the law.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

13. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall only apply to this agreement in relation to provisions for the benefit of the Hirer and no person other than parties (or their permitted assignees) or the Hirer shall have any rights under it.