



CANDIDATE TERMS OF BUSINESS

CONTRACT 26

NURSE PAYE

1. DEFINITIONS AND INTERPRETATION

1.1. IN THESE TERMS THE FOLLOWING DEFINITIONS APPLY:

“ACTUAL RATE OF PAY”	MEANS, UNLESS AND UNTIL THE NURSE HAS COMPLETED THE QUALIFYING PERIOD, THE RATE OF PAY WHICH WILL BE PAID FOR ALL TIME WORKED DURING AN ASSIGNMENT WEEKLY IN ARREARS, SUBJECT TO DEDUCTIONS AND ANY AGREED DEDUCTIONS, AS SET OUT IN THE RELEVANT ASSIGNMENT DETAILS FORM.
“ACTUAL QP RATE OF PAY”	MEANS THE RATE OF PAY WHICH WILL BE PAID TO THE NURSE IF AND WHEN S/HHE COMPLETES THE QUALIFYING PERIOD. SUCH RATE WILL BE PAID FOR ALL TIME WORKED DURING AN ASSIGNMENT WEEKLY IN ARREARS, SUBJECT TO DEDUCTIONS AND ANY AGREED DEDUCTIONS, AS SET OUT IN ANY VARIATION TO THE RELEVANT ASSIGNMENT DETAILS FORM.
“AGREED DEDUCTIONS”	MEANS ANY DEDUCTIONS THE NURSE HAS AGREED CAN BE MADE FROM THEIR PAY, INCLUDING FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, WHERE APPLICABLE, CHARGES FOR RESIDENTIAL POSTS IN THE NATIONAL HEALTH SERVICE OR OTHERWISE.
“ASSIGNMENT”	MEANS THE ASSIGNMENT SERVICES TO BE PERFORMED BY THE NURSE FOR THE HIRER FOR A PERIOD OF TIME DURING WHICH THE NURSE IS SUPPLIED BY THE EMPLOYMENT BUSINESS TO WORK TEMPORARILY FOR AND UNDER THE SUPERVISION AND DIRECTION OF THE HIRER.
“ASSIGNMENT DETAILS FORM”	MEANS WRITTEN CONFIRMATION OF THE ASSIGNMENT DETAILS TO BE GIVEN TO THE NURSE UPON ACCEPTANCE OF THE ASSIGNMENT.
“AWR”	MEANS THE AGENCY WORKERS REGULATIONS 2010 AND/OR THE AGENCY WORKERS (NORTHERN IRELAND) REGULATIONS 2011.
“CALENDAR WEEK”	MEANS ANY PERIOD OF 7 DAYS STARTING WITH THE SAME DAY AS THE FIRST DAY OF THE FIRST ASSIGNMENT.
“CONDUCT REGULATIONS”	MEANS THE CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES REGULATIONS 2003 AND/ OR THE CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES REGULATIONS (NORTHERN IRELAND) 2005.
“CONFIDENTIAL INFORMATION”	MEANS ANY AND ALL CONFIDENTIAL COMMERCIAL, FINANCIAL, MARKETING, TECHNICAL OR OTHER INFORMATION OR DATA OF WHATEVER NATURE RELATING TO THE HIRER OR EMPLOYMENT BUSINESS OR THEIR BUSINESS OR AFFAIRS (INCLUDING BUT NOT LIMITED TO THESE TERMS, DATA, RECORDS, REPORTS, AGREEMENTS, SOFTWARE, PROGRAMS, SPECIFICATIONS, KNOW-HOW, TRADE SECRETS AND OTHER INFORMATION CONCERNING THE ASSIGNMENT) IN ANY FORM OR MEDIUM WHETHER DISCLOSED OR GRANTED ACCESS TO WHETHER IN WRITING, ORALLY OR BY ANY OTHER MEANS, PROVIDED TO THE NURSE OR ANY THIRD PARTY IN RELATION TO THE ASSIGNMENT BY THE HIRER OR THE EMPLOYMENT BUSINESS OR BY A THIRD PARTY ON BEHALF OF THE HIRER WHETHER BEFORE OR AFTER THE DATE OF THESE TERMS TOGETHER WITH ANY REPRODUCTIONS OF SUCH INFORMATION IN ANY FORM OR MEDIUM OR ANY PART(S) OF SUCH INFORMATION;
“CONTROL”	MEANS (A) THE LEGAL OR BENEFICIAL OWNERSHIP, DIRECTLY OR INDIRECTLY, OF MORE THAN 50% OF THE ISSUED SHARE CAPITAL OR SIMILAR RIGHT OF OWNERSHIP; OR (B) THE POWER TO DIRECT OR CAUSE THE DIRECTION OF THE AFFAIRS AND/OR GENERAL MANAGEMENT OF THE COMPANY, PARTNERSHIP, STATUTORY BODY OR OTHER ENTITY IN QUESTION, WHETHER THROUGH THE OWNERSHIP OF VOTING CAPITAL, BY CONTRACT OR OTHERWISE, AND ‘CONTROLS’ AND ‘CONTROLLED’ SHALL BE CONSTRUED ACCORDINGLY.
“DATA PROTECTION LAWS”	MEANS THE DATA PROTECTION ACT 2018, THE GENERAL DATA PROTECTION REGULATION (EU 2016/679) AND ANY APPLICABLE STATUTORY OR REGULATORY PROVISIONS IN FORCE FROM TIME TO TIME RELATING TO THE PROTECTION AND TRANSFER OF PERSONAL DATA.
“DEDUCTIONS”	MEANS ANY DEDUCTIONS WHICH THE EMPLOYMENT BUSINESS MAY BE REQUIRED BY LAW TO MAKE AND IN PARTICULAR IN RESPECT OF PAYE PURSUANT TO SECTIONS 44-47 OF THE INCOME TAX (EARNINGS AND PENSIONS) ACT 2003 AND CLASS 1 NATIONAL INSURANCE CONTRIBUTIONS.
“EMOLUMENTS”	MEANS ANY PAY IN ADDITION TO THE ACTUAL QP RATE OF PAY.
“EMPLOYMENT BUSINESS”	TXM HEALTHCARE LIMITED , REGISTERED COMPANY NUMBER 07441639 OF WALNUT HOUSE, BLACKHILL DRIVE. WOLVERTON MILL, MILTON KEYNES, MK12 5TS
“ENGAGEMENT”	MEANS THE ENGAGEMENT (INCLUDING THE NURSE’S ACCEPTANCE OF THE HIRER’S OFFER), EMPLOYMENT OR USE OF THE NURSE BY THE HIRER OR BY ANY THIRD PARTY TO WHOM THE NURSE HAS BEEN INTRODUCED BY THE HIRER, ON A PERMANENT OR TEMPORARY BASIS, WHETHER UNDER A CONTRACT OF SERVICE OR FOR SERVICES; UNDER AN AGENCY, LICENCE, FRANCHISE OR PARTNERSHIP AGREEMENT; OR ANY OTHER ENGAGEMENT; OR THROUGH A LIMITED COMPANY OF WHICH THE NURSE IS AN OFFICER, EMPLOYEE OR OTHER REPRESENTATIVE; AND “ENGAGE”, “ENGAGES” AND “ENGAGED” SHALL BE CONSTRUED ACCORDINGLY;

“FIRST ASSIGNMENT”	MEANS:THE RELEVANT ASSIGNMENT; OR (a) IF, PRIOR TO THE RELEVANT ASSIGNMENT: a. THE NURSE HAS WORKED IN ANY ASSIGNMENT IN THE SAME ROLE WITH THE RELEVANT HIRER AS THE ROLE IN WHICH THE NURSE WORKS IN THE RELEVANT ASSIGNMENT; AND b. THE RELEVANT QUALIFYING PERIOD COMMENCED IN ANY SUCH ASSIGNMENT, THAT ASSIGNMENT (AN ASSIGNMENT BEING (FOR THE PURPOSE OF THIS DEFINED TERM) A PERIOD OF TIME DURING WHICH THE NURSE IS SUPPLIED BY ONE OR MORE TEMPORARY WORK AGENCIES TO THE RELEVANT HIRER TO WORK TEMPORARILY FOR AND UNDER THE SUPERVISION AND DIRECTION OF THE RELEVANT HIRER).
“HIRER”	MEANS THE PERSON, FIRM OR CORPORATE BODY TOGETHER WITH ANY SUBSIDIARY OR ASSOCIATED PERSON, FIRM OR CORPORATE BODY, NHS TRUST, PUBLIC SECTOR BODY OR HOSPITAL (AS THE CASE MAY BE) TO WHOM THE NURSE IS SUPPLIED OR INTRODUCED.
“HIRER'S GROUP”	MEANS (A) ANY INDIVIDUAL, COMPANY, PARTNERSHIP, STATUTORY BODY, NHS TRUST, PUBLIC SECTOR BODY, HOSPITAL OR OTHER ENTITY WHICH FROM TIME TO TIME CONTROLS THE HIRER, INCLUDING (BUT NOT LIMITED TO) AS A HOLDING COMPANY AS DEFINED IN SECTION 1159 OF THE COMPANIES ACT 2006; AND (B) ANY COMPANY, PARTNERSHIP, STATUTORY BODY, NHS TRUST, HOSPITAL OR OTHER ENTITY WHICH FROM TIME TO TIME IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH THE HIRER, INCLUDING (BUT NOT LIMITED TO) AS A SUBSIDIARY OR HOLDING COMPANY AS DEFINED IN SECTION 1159 OF THE COMPANIES ACT 2006;
“HOURLY RATE”	MEANS BEING THE MINIMUM GROSS RATE OF PAY (SUBJECT TO DEDUCTIONS AND ANY AGREED DEDUCTIONS) THAT THE EMPLOYMENT BUSINESS REASONABLY EXPECTS TO ACHIEVE, FOR ALL HOURS WORKED BY THE LOCUM DOCTOR.
“NMC”	MEANS THE NURSING AND MIDWIFERY COUNCIL.
“NURSE”	MEANS NAME AND ADDRESS OF NURSE CURRENTLY REGISTERED WITH THE NURSING AND MIDWIFERY COUNCIL SUPPLIED BY THE EMPLOYMENT BUSINESS TO PROVIDE SERVICES TO THE HIRER.
“PERIOD OF EXTENDED HIRE”	MEANS ANY ADDITIONAL PERIOD THAT THE HIRER WISHES THE NURSE TO BE SUPPLIED FOR BEYOND THE DURATION OF THE ORIGINAL ASSIGNMENT OR SERIES OF ASSIGNMENTS AS AN ALTERNATIVE TO PAYING A TRANSFER FEE.
“QUALIFYING PERIOD”	MEANS 12 CONTINUOUS CALENDAR WEEKS DURING THE WHOLE OR PART OF WHICH THE NURSE IS SUPPLIED BY ONE OR MORE TEMPORARY WORK AGENCIES TO THE RELEVANT HIRER TO WORK TEMPORARILY FOR AND UNDER THE SUPERVISION AND DIRECTION OF THE RELEVANT HIRER IN THE SAME ROLE, AND AS FURTHER DEFINED IN THE SCHEDULE TO THESE TERMS.
“RELEVANT PERIOD”	MEANS WHICHEVER ENDS THE LATER OF (A) THE PERIOD OF 8 WEEKS COMMENCING ON THE DAY AFTER THE <u>LAST</u> DAY ON WHICH THE NURSE WORKED FOR THE HIRER HAVING BEEN SUPPLIED BY THE EMPLOYMENT BUSINESS; OR (B) THE PERIOD OF 14 WEEKS COMMENCING ON THE <u>FIRST</u> DAY ON WHICH THE NURSE WORKED FOR THE HIRER HAVING BEEN SUPPLIED BY EMPLOYMENT BUSINESS OR 14 WEEKS FROM THE FIRST DAY OF THE MOST RECENT ASSIGNMENT WHERE THERE HAS BEEN A BREAK OF MORE THAN 6 WEEKS (42 DAYS) SINCE ANY PREVIOUS ASSIGNMENT;
REVALIDATION”	MEANS THE PROCESS BY WHICH A NURSE OR MIDWIFE DEMONSTRATES THEIR FITNESS TO PRACTICE AND MAINTAINS NMC REGISTRATION.
“TEMPORARY WORK AGENCY”	MEANS AS DEFINED IN THE SCHEDULE TO THESE TERMS.
“TERMS”	MEANS THESE TERMS OF ENGAGEMENT (INCLUDING THE ATTACHED SCHEDULE) TOGETHER WITH ANY APPLICABLE ASSIGNMENT DETAILS FORM.
“TRANSFER FEE”	MEANS THE FEE PAYABLE BY THE HIRER TO THE EMPLOYMENT BUSINESS IN ACCORDANCE WITH CLAUSE 3.7, AS PERMITTED BY REGULATION 10 OF THE CONDUCT REGULATIONS.
“TYPE OF WORK”	MEANS THE TYPE OF WORK YOU EXPECT TO SUPPLY THE NURSE INTO; AND
“WTR”	MEANS THE WORKING TIME REGULATIONS 1998 AND/OR THE WORKING TIME REGULATIONS (NORTHERN IRELAND) 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 THESE TERMS 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 THESE TERMS) AND ALL SUBORDINATE LEGISLATION MADE (BEFORE OR AFTER THESE TERMS) UNDER IT FROM TIME TO TIME.

2. THE CONTRACT

- 2.1. THESE TERMS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE EMPLOYMENT BUSINESS AND THE NURSE FOR THE SUPPLY OF SERVICES TO THE HIRER AND THEY SHALL GOVERN ALL ASSIGNMENTS UNDERTAKEN BY THE NURSE. HOWEVER, NO CONTRACT SHALL EXIST BETWEEN THE EMPLOYMENT BUSINESS AND THE NURSE BETWEEN ASSIGNMENTS. THESE TERMS SHALL PREVAIL OVER ANY OTHER TERMS PUT FORWARD BY THE NURSE.
- 2.2. DURING AN ASSIGNMENT, THE NURSE WILL BE ENGAGED ON A CONTRACT FOR SERVICES BY THE EMPLOYMENT BUSINESS ON THESE TERMS. FOR THE AVOIDANCE OF DOUBT, THE NURSE IS NOT AN EMPLOYEE OF THE EMPLOYMENT BUSINESS ALTHOUGH THE EMPLOYMENT BUSINESS IS REQUIRED TO MAKE THE DEDUCTIONS FROM THE NURSE'S PAY. THESE TERMS SHALL NOT GIVE RISE TO A CONTRACT OF EMPLOYMENT BETWEEN THE EMPLOYMENT BUSINESS AND THE NURSE, OR THE NURSE AND THE HIRER. THE NURSE IS SUPPLIED AS A WORKER, AND IS ENTITLED TO CERTAIN STATUTORY RIGHTS AS SUCH, BUT NOTHING IN THESE TERMS SHALL BE CONSTRUED AS GIVING THE NURSE RIGHTS IN ADDITION TO THOSE PROVIDED BY STATUTE EXCEPT WHERE EXPRESSLY STATED.
- 2.3. NO VARIATION OR ALTERATION TO THESE TERMS SHALL BE VALID UNLESS THE DETAILS OF SUCH VARIATION ARE AGREED BETWEEN THE EMPLOYMENT BUSINESS AND THE NURSE AND SET OUT IN WRITING AND A COPY OF THE VARIED TERMS IS GIVEN TO THE NURSE NO LATER THAN 5 BUSINESS DAYS FOLLOWING THE DAY ON WHICH THE VARIATION WAS MADE STATING THE DATE ON OR AFTER WHICH SUCH VARIED TERMS SHALL APPLY.
- 2.4. THE EMPLOYMENT BUSINESS SHALL ACT AS AN EMPLOYMENT BUSINESS (AS DEFINED IN SECTION 13(3) OF THE EMPLOYMENT AGENCIES ACT 1973) WHEN INTRODUCING OR SUPPLYING THE NURSE FOR ASSIGNMENTS WITH ITS HIRERS.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 3.1. THE EMPLOYMENT BUSINESS WILL ENDEAVOUR TO OBTAIN SUITABLE ASSIGNMENTS FOR THE NURSE TO PERFORM THE AGREED TYPE OF WORK. THE NURSE SHALL NOT BE OBLIGED TO ACCEPT ANY ASSIGNMENT OFFERED BY THE EMPLOYMENT BUSINESS.
- 3.2. THE NURSE ACKNOWLEDGES THAT THE NATURE OF TEMPORARY WORK MEANS THAT THERE MAY BE PERIODS WHEN NO SUITABLE WORK IS AVAILABLE AND AGREES THAT:
 - 3.2.1. THE SUITABILITY OF THE WORK TO BE OFFERED SHALL BE DETERMINED SOLELY BY THE EMPLOYMENT BUSINESS; AND
 - 3.2.2. THE EMPLOYMENT BUSINESS SHALL INCUR NO LIABILITY TO THE NURSE SHOULD IT FAIL TO OFFER ASSIGNMENTS OF THE TYPE OF WORK OR ANY OTHER WORK TO THE NURSE.
- 3.3. AT THE SAME TIME AS AN ASSIGNMENT IS OFFERED TO THE NURSE THE EMPLOYMENT BUSINESS SHALL PROVIDE THE NURSE WITH AN ASSIGNMENT DETAILS FORM SETTING OUT THE FOLLOWING:
 - 3.3.1. THE IDENTITY OF THE HIRER, AND IF APPLICABLE THE NATURE OF THEIR BUSINESS;
 - 3.3.2. THE DATE THE ASSIGNMENT IS TO COMMENCE AND THE DURATION OR LIKELY DURATION OF ASSIGNMENT;
 - 3.3.3. THE TYPE OF WORK, LOCATION AND HOURS DURING WHICH THE NURSE WOULD BE REQUIRED TO WORK;
 - 3.3.4. THE ACTUAL RATE OF PAY OR ACTUAL QP RATE OF PAY (AS APPROPRIATE) THAT WILL BE PAID AND ANY EXPENSES PAYABLE BY OR TO THE NURSE;
 - 3.3.5. ANY RISKS TO HEALTH AND SAFETY KNOWN TO THE HIRER IN RELATION TO THE ASSIGNMENT AND THE STEPS THE HIRER HAS TAKEN TO PREVENT OR CONTROL SUCH RISKS; AND
 - 3.3.6. WHAT EXPERIENCE, TRAINING, QUALIFICATIONS AND ANY AUTHORISATION REQUIRED BY LAW OR A PROFESSIONAL BODY THE HIRER CONSIDERS NECESSARY OR WHICH ARE REQUIRED BY LAW TO WORK IN THE ASSIGNMENT.
- 3.4. WHERE SUCH INFORMATION IS NOT GIVEN IN PAPER FORM OR BY ELECTRONIC MEANS IT SHALL BE CONFIRMED BY SUCH MEANS BY THE END OF THE THIRD BUSINESS DAY (EXCLUDING SATURDAY, SUNDAY AND ANY PUBLIC OR BANK HOLIDAY) FOLLOWING SAVE WHERE:
 - 3.4.1. THE NURSE IS BEING OFFERED AN ASSIGNMENT IN THE SAME POSITION AS ONE IN WHICH THE NURSE HAS PREVIOUSLY BEEN SUPPLIED WITHIN THE PREVIOUS 5 BUSINESS DAYS AND SUCH INFORMATION HAS ALREADY BEEN GIVEN TO THE NURSE AND REMAINS UNCHANGED: OR
 - 3.4.2. SUBJECT TO CLAUSE 3.5, THE ASSIGNMENT IS INTENDED TO LAST FOR 5 CONSECUTIVE BUSINESS DAYS OR LESS AND SUCH INFORMATION HAS PREVIOUSLY BEEN GIVEN TO THE NURSE BEFORE AND REMAINS UNCHANGED, THE EMPLOYMENT BUSINESS NEEDS ONLY TO PROVIDE WRITTEN CONFIRMATION OF THE IDENTITY OF THE HIRER AND THE LIKELY DURATION OF THE ASSIGNMENT.
- 3.5. WHERE THE PROVISIONS OF CLAUSE 3.4.2 ARE MET BUT THE ASSIGNMENT EXTENDS BEYOND THE INTENDED 5 CONSECUTIVE BUSINESS DAY PERIOD, THE EMPLOYMENT BUSINESS SHALL PROVIDE SUCH INFORMATION SET OUT IN CLAUSE 3.3 TO THE NURSE IN PAPER OR ELECTRONIC FORM WITHIN 8 DAYS OF THE START OF THE ASSIGNMENT.
- 3.6. FOR THE PURPOSE OF CALCULATING THE AVERAGE NUMBER OF WEEKLY HOURS WORKED BY THE NURSE ON AN ASSIGNMENT FOR THE PURPOSES OF THE WTR, THE START DATE FOR THE RELEVANT AVERAGING PERIOD SHALL BE THE DATE ON WHICH THE NURSE COMMENCES THE FIRST ASSIGNMENT.

- 3.7. IF, BEFORE OR DURING AN ASSIGNMENT OR DURING THE RELEVANT PERIOD, THE HIRER WISHES TO ENGAGE THE NURSE DIRECTLY OR THROUGH ANOTHER EMPLOYMENT BUSINESS, THE NURSE ACKNOWLEDGES THAT THE EMPLOYMENT BUSINESS WILL BE ENTITLED EITHER TO CHARGE THE HIRER A TRANSFER FEE OR TO AGREE A PERIOD OF EXTENDED HIRE WITH THE HIRER AT THE END OF WHICH THE NURSE MAY BE ENGAGED DIRECTLY BY THE HIRER OR THROUGH ANOTHER EMPLOYMENT BUSINESS WITHOUT FURTHER CHARGE TO THE HIRER. IN ADDITION, THE EMPLOYMENT BUSINESS WILL BE ENTITLED TO CHARGE A TRANSFER FEE TO THE HIRER IF THE HIRER INTRODUCES THE NURSE TO A THIRD PARTY (OTHER THAN ANOTHER EMPLOYMENT BUSINESS) WHO SUBSEQUENTLY ENGAGES THE NURSE, DIRECTLY OR INDIRECTLY, BEFORE OR DURING AN ASSIGNMENT OR WITHIN THE RELEVANT PERIOD.
- 3.8. IF THE NURSE HAS COMPLETED THE QUALIFYING PERIOD ON THE START DATE OF THE RELEVANT ASSIGNMENT OR FOLLOWING COMPLETION OF THE QUALIFYING PERIOD DURING THE RELEVANT ASSIGNMENT, AND IF THE NURSE 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, ANY SUCH TERMS AND CONDITIONS WILL BE AS SET OUT IN THE RELEVANT ASSIGNMENT DETAILS FORM OR ANY VARIATION TO THE RELEVANT ASSIGNMENT DETAILS FORM (AS APPROPRIATE).

4. NURSE'S OBLIGATIONS

THE NURSE IS NOT OBLIGED TO ACCEPT ANY ASSIGNMENT OFFERED BY THE EMPLOYMENT BUSINESS BUT IF THE NURSE DOES ACCEPT AN ASSIGNMENT, DURING EVERY ASSIGNMENT AND AFTERWARDS WHERE APPROPRIATE, S/HE WILL:

- 4.1.1. CO-OPERATE WITH THE HIRER'S REASONABLE INSTRUCTIONS AND ACCEPT THE DIRECTION, SUPERVISION AND CONTROL OF ANY RESPONSIBLE PERSON IN THE HIRER'S ORGANISATION;
- 4.1.2. OBSERVE ANY RELEVANT RULES AND REGULATIONS OF THE HIRER'S ESTABLISHMENT (INCLUDING NORMAL HOURS OF WORK) TO WHICH ATTENTION HAS BEEN DRAWN OR WHICH THE NURSE MIGHT REASONABLY BE EXPECTED TO ASCERTAIN;
- 4.1.3. TAKE ALL REASONABLE STEPS TO SAFEGUARD HIS OR HER OWN HEALTH AND SAFETY AND THAT OF ANY OTHER PERSON WHO MAY BE PRESENT OR BE AFFECTED BY HIS OR HER ACTIONS ON THE ASSIGNMENT AND COMPLY WITH THE HEALTH AND SAFETY POLICIES AND PROCEDURES OF THE HIRER;
- 4.1.4. BE RESPONSIBLE FOR THE PROVISION OF HIS OR HER OWN UNIFORM AND ANY NECESSARY EQUIPMENT;
- 4.1.5. NOT ENGAGE IN ANY CONDUCT DETRIMENTAL TO THE INTERESTS OF THE EMPLOYMENT BUSINESS AND/ OR HIRER WHICH INCLUDES ANY CONDUCT WHICH COULD BRING THE EMPLOYMENT BUSINESS AND/OR THE HIRER INTO DISREPUTE AND/OR WHICH RESULTS IN THE LOSS OF CUSTOM OR BUSINESS BY EITHER THE EMPLOYMENT BUSINESS OR THE HIRER;
- 4.1.6. NOT COMMIT ANY ACT OR OMISSION CONSTITUTING UNLAWFUL DISCRIMINATION AGAINST OR HARASSMENT OF ANY MEMBER OF THE EMPLOYMENT BUSINESS'S OR THE HIRER'S STAFF;
- 4.1.7. NOT AT ANY TIME DIVULGE TO ANY PERSON, NOR USE FOR HIS OR HER OWN OR ANY OTHER PERSON'S BENEFIT, ANY CONFIDENTIAL INFORMATION RELATING TO THE HIRER'S OR THE EMPLOYMENT BUSINESS'S EMPLOYEES, BUSINESS AFFAIRS, TRANSACTIONS OR FINANCES;
- 4.1.8. ON COMPLETION OF THE ASSIGNMENT OR AT ANY TIME WHEN REQUESTED BY THE HIRER OR THE EMPLOYMENT BUSINESS, RETURN TO THE HIRER OR WHERE APPROPRIATE, TO THE EMPLOYMENT BUSINESS, ANY HIRER PROPERTY OR ITEMS PROVIDED TO THE NURSE IN CONNECTION WITH OR FOR THE PURPOSE OF THE ASSIGNMENT, INCLUDING, BUT NOT LIMITED TO ANY EQUIPMENT, MATERIALS, DOCUMENTS, SWIPE CARDS OR ID CARDS, UNIFORMS, PERSONAL PROTECTIVE EQUIPMENT OR CLOTHING.
- 4.2. IF THE NURSE ACCEPTS ANY ASSIGNMENT OFFERED BY THE EMPLOYMENT BUSINESS, AS SOON AS POSSIBLE PRIOR TO THE COMMENCEMENT OF EACH SUCH ASSIGNMENT AND DURING EACH ASSIGNMENT (AS APPROPRIATE) AND AT ANY TIME AT THE EMPLOYMENT BUSINESS'S REQUEST, THE NURSE UNDERTAKES TO:
- 4.2.1. INFORM THE EMPLOYMENT BUSINESS OF ANY CALENDAR WEEKS PRIOR TO THE DATE OF COMMENCEMENT OF THE RELEVANT ASSIGNMENT AND/OR DURING THE RELEVANT ASSIGNMENT IN WHICH THE NURSE HAS WORKED IN THE SAME OR A SIMILAR ROLE WITH THE RELEVANT HIRER VIA ANY THIRD PARTY AND WHICH THE NURSE BELIEVES COUNT OR MAY COUNT TOWARD THE QUALIFYING PERIOD;
- 4.2.2. PROVIDE THE EMPLOYMENT BUSINESS WITH ALL THE DETAILS OF SUCH WORK, INCLUDING (WITHOUT LIMITATION) DETAILS OF WHERE, WHEN AND THE PERIOD(S) DURING WHICH SUCH WORK WAS UNDERTAKEN AND ANY OTHER DETAILS REQUESTED BY THE EMPLOYMENT BUSINESS; AND
- 4.2.3. INFORM THE EMPLOYMENT BUSINESS IF S/HE HAS PRIOR TO THE DATE OF COMMENCEMENT OF THE RELEVANT ASSIGNMENT AND/OR DURING THE RELEVANT ASSIGNMENT CARRIED OUT WORK WHICH COULD BE DEEMED TO COUNT TOWARD THE QUALIFYING PERIOD FOR THE RELEVANT ASSIGNMENT IN ACCORDANCE WITH REGULATION 9 OF THE AWR BECAUSE S/HE HAS:
- 4.2.3.1. COMPLETED TWO OR MORE ASSIGNMENTS WITH THE HIRER;
- 4.2.3.2. COMPLETED AT LEAST ONE ASSIGNMENT WITH THE HIRER AND ONE OR MORE EARLIER ASSIGNMENTS WITH ANY MEMBER OF THE HIRER'S GROUP; AND/OR
- 4.2.3.3. 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 ROLE AS THE PREVIOUS ROLE.

- 4.3. IF THE NURSE IS UNABLE FOR ANY REASON TO ATTEND WORK DURING THE COURSE OF AN ASSIGNMENT S/HE SHOULD INFORM THE EMPLOYMENT BUSINESS WITHIN 1 HOUR OF THE COMMENCEMENT OF THE ASSIGNMENT OR SHIFT. IN THE EVENT THAT IT IS NOT POSSIBLE TO INFORM THE EMPLOYMENT BUSINESS WITHIN THESE TIMESCALES, THE NURSE SHOULD ALTERNATIVELY INFORM THE HIRER AND THEN THE EMPLOYMENT BUSINESS AS SOON AS POSSIBLE. **THE NURSE MAY NOT UNDER ANY CIRCUMSTANCES INTRODUCE ANY OTHER PERSON TO SUPPLY SERVICES IN PLACE OF THE NURSE.**
- 4.4. IF, EITHER BEFORE OR DURING THE COURSE OF AN ASSIGNMENT, THE NURSE BECOMES AWARE OF ANY REASON WHY S/HE MAY NOT BE SUITABLE FOR AN ASSIGNMENT, S/HE SHALL NOTIFY THE EMPLOYMENT BUSINESS WITHOUT DELAY. IN PARTICULAR THE NURSE MUST INFORM THE EMPLOYMENT BUSINESS IMMEDIATELY IF S/HE BECOME SUBJECT TO ANY DISCIPLINARY OR INVESTIGATIVE PROCESS BY THE NMC.
- 4.5. THE NURSE WARRANTS THAT IN RELATION TO THESE TERMS, S/HE SHALL COMPLY STRICTLY WITH ALL PROVISIONS APPLICABLE TO HIM/HER UNDER THE DATA PROTECTION LAWS AND SHALL NOT DO OR PERMIT TO BE DONE ANYTHING WHICH MIGHT CAUSE THE EMPLOYMENT BUSINESS OR THE HIRER TO BREACH ANY DATA PROTECTION LAWS.
- 4.6. THE NURSE ACKNOWLEDGES THAT ANY BREACH OF HIS/HER OBLIGATIONS SET OUT IN THIS CLAUSE MAY CAUSE THE EMPLOYMENT BUSINESS TO SUFFER LOSS AND THAT THE EMPLOYMENT BUSINESS RESERVES THE RIGHT TO RECOVER SUCH LOSSES FROM THE NURSE.

5. CONVICTIONS AND COMPLAINTS

- 5.1. BEFORE COMMENCING ANY ASSIGNMENT, THE NURSE MUST PROVIDE THE EMPLOYMENT BUSINESS WITH CONFIRMATION THAT S/HE HAS NOT BEEN CONVICTED OF OR CAUTIONED IN RELATION TO ANY CRIMINAL OFFENCE THAT IS NOT FILTERED OUT AS DEFINED BY THE REHABILITATION OF OFFENDERS ACT 1974 (EXCEPTIONS) ORDER 1975 (AMENDMENT) (ENGLAND AND WALES) ORDER 2013. IN THE EVENT THAT THE NURSE IS CHARGED WITH OR CAUTIONED IN RELATION TO ANY CRIMINAL OFFENCE (INCLUDING ANY MOTORING OFFENCE) THAT IS NOT FILTERED, S/HE MUST INFORM THE EMPLOYMENT BUSINESS IMMEDIATELY AND PROVIDE REGULAR REPORTS ABOUT THE PROGRESS OF THE PROCEEDINGS.
- 5.2. THE NURSE WILL FULLY CO-OPERATE WITH THE EMPLOYMENT BUSINESS IN RELATION TO ANY DISCLOSURE AND BARRING CHECKS OR OTHER CHECKS BY THE EQUIVALENT AUTHORITY UNDER THE SAFEGUARDING VULNERABLE GROUPS ACT 2006 OR THE PROTECTING VULNERABLE GROUPS (SCOTLAND) ACT 2007 WHICH THE EMPLOYMENT BUSINESS IS REQUIRED TO CARRY OUT.
- 5.3. THE NURSE MUST INFORM THE EMPLOYMENT BUSINESS ABOUT ANY COMPLAINT MADE AGAINST HIM/HER WHICH IS RELEVANT TO HIS/HER PROFESSIONAL COMPETENCE OR CONDUCT. THE EMPLOYMENT BUSINESS WILL FULLY AND PROMPTLY INFORM THE NURSE OF ANY COMPLAINT MADE AGAINST HIM/HER. ALL COMPLAINTS ARE TO BE ADDRESSED BY THE EMPLOYMENT BUSINESS IN ACCORDANCE WITH ITS COMPLAINTS PROCEDURE.
- 5.4. WHERE THE NURSE WISHES TO RAISE ANY COMPLAINT ABOUT ANY MATTER, S/HE SHOULD DO SO IN ACCORDANCE WITH THE EMPLOYMENT BUSINESS'S COMPLAINTS PROCEDURE.

6. SPECIAL PROVISIONS

- 6.1. THE NURSE MUST PROVIDE THE EMPLOYMENT BUSINESS WITH ALL REQUESTED PROOF OF QUALIFICATIONS, FULL EMPLOYMENT HISTORY TOGETHER WITH A SATISFACTORY WRITTEN EXPLANATION OF ANY GAPS IN EMPLOYMENT, REFERENCES (INCLUDING SATISFACTORY VERIFICATION, SO FAR AS REASONABLY PRACTICABLE, OF THE REASON WHY THE NURSE'S EMPLOYMENT OR ENGAGEMENT TERMINATED), RECENT PHOTOGRAPHS (FOR IDENTIFICATION PURPOSES), ACCESS TO HEALTH RECORDS AND MEDICAL REGISTRATIONS AS MAY BE REQUESTED IN ORDER FOR THE EMPLOYMENT BUSINESS TO SATISFY ITSELF THAT THE NURSE IS FIT TO BE SUPPLIED TO THE EMPLOYMENT BUSINESS'S CLIENTS.
- 6.2. THE NURSE WILL ENSURE THAT HIS OR HER REGISTRATION WITH THE NMC REMAINS EFFECTIVE AT ALL TIMES AND THAT S/HE COMPLIES WITH THE NMC PROFESSIONAL CODE OF CONDUCT DURING EVERY ASSIGNMENT. IN ORDER TO MAINTAIN REGISTRATION WITH THE NMC THE NURSE WILL COMMENCE AND COMPLETE REVALIDATION AT THE DUE TIME.
- 6.3. THE NURSE WILL MAINTAIN PROFESSIONAL INDEMNITY INSURANCE COVER AS REQUIRED BY THE HEALTH CARE AND ASSOCIATED PROFESSIONS (**INDEMNITY** ARRANGEMENTS) ORDER 2014. THE NURSE WILL PROVIDE A COPY OF SUCH INSURANCE TO THE EMPLOYMENT BUSINESS.
- 6.4. BUSINESS PRIOR TO THE COMMENCEMENT OF THE FIRST ASSIGNMENT UNDER THESE TERMS, AND LATER IF REQUESTED TO DO SO BY THE EMPLOYMENT BUSINESS.
- 6.5. THE NURSE WILL ADVISE THE EMPLOYMENT BUSINESS IMMEDIATELY OF ANY PHYSICAL OR MENTAL MEDICAL OR HEALTH CONDITION OR ANY CHANGE IN HIS OR HER STATE OF HEALTH THAT COULD IMPACT UPON HIS OR HER ABILITY TO CARRY OUT ASSIGNMENTS OR HIS/HER

ELIGIBILITY FOR ASSIGNMENTS.

- 6.6. THE NURSE WILL FOLLOW AND CO-OPERATE FULLY WITH THE EMPLOYMENT BUSINESS'S FORMAL INDUCTION PROCEDURE (IF ANY).
- 6.7. THROUGHOUT EACH ASSIGNMENT, THE NURSE WILL COMPLY WITH ANY POLICY AND/OR PROCEDURES THE EMPLOYMENT BUSINESS HAS, INCLUDING:
- 6.7.1. ON STANDARDS OF CONDUCT AND ALL ORGANISATIONAL MATTERS AS SET OUT IN ANY HANDBOOK OF THE EMPLOYMENT BUSINESS PROVIDED TO THE NURSE;
 - 6.7.2. ON THE SAFE HANDLING OF PATIENTS' MONEY AND PROPERTY; AND THE NURSE HEREBY AGREES NOT TO BE INVOLVED IN ASSISTING IN THE MAKING OF OR BENEFITING FROM THE WILL OR CODICIL OF ANY PATIENT WHOM THE NURSE IS SUPPLIED BY THE EMPLOYMENT BUSINESS TO ASSIST.
 - 6.7.3. IN RELATION TO THE ENTRY AND DEPARTURE FROM A PATIENT'S HOME;
 - 6.7.4. WHICH APPLY IN THE EVENT OF A NON-RESPONSE FROM THE HIRER AT THE PREMISES WHERE THE ASSIGNMENT IS TO BE PERFORMED OR IN THE EVENT OF ANY ACCIDENT OR OTHER EMERGENCY AT THE PREMISES; AND
 - 6.7.5. WHICH CONCERN THE ADMINISTRATION OF OR ASSISTANCE WITH MEDICATION (INCLUDING ALL RECORD KEEPING REQUIREMENTS) RECEIVED FROM THE HIRER AND WHICH WILL ALSO IDENTIFY THE LIMITS TO ASSISTANCE AND THE TASKS WHICH MAY NOT BE UNDERTAKEN WITHOUT SPECIALIST TRAINING.
- 6.8. AT ALL TIMES DURING AN ASSIGNMENT, THE NURSE SHALL ENSURE THAT S/HE WEARS HIS/HER IDENTIFICATION BADGE, WHICH SHALL PROVIDE DETAILS OF HIS/HER NAME, THE EMPLOYMENT BUSINESS AND WILL FEATURE A CONTEMPORARY PHOTOGRAPH OF THE NURSE.
- 6.9. WHERE THE ASSIGNMENT TAKES PLACE IN A PATIENT'S HOME, THE NURSE SHALL ENSURE THAT ANY EQUIPMENT WHICH S/HE USES IS IN A SAFE CONDITION. THE NURSE SHALL ENSURE THAT ANY NECESSARY INSPECTIONS OF SUCH EQUIPMENT HAVE TAKEN PLACE ON TIME AND, WHERE NECESSARY, THE NURSE SHALL NOTIFY ANY ORGANISATION SUPPLYING THE SAID EQUIPMENT THAT AN INSPECTION IS REQUIRED.

7. TIMESHEETS

- 7.1. AT THE END OF EACH WEEK OF AN ASSIGNMENT (OR AT THE END OF THE ASSIGNMENT WHERE IT IS FOR A PERIOD OF 1 WEEK OR LESS OR IS COMPLETED BEFORE THE END OF A WEEK) THE NURSE SHALL DELIVER TO THE EMPLOYMENT BUSINESS A TIMESHEET DULY COMPLETED TO INDICATE THE NUMBER OF HOURS WORKED DURING THE PRECEDING WEEK (OR SUCH LESSER PERIOD) AND SIGNED BY AN AUTHORISED REPRESENTATIVE OF THE HIRER.
- 7.2. SUBJECT TO CLAUSE 7.3 THE EMPLOYMENT BUSINESS SHALL PAY THE NURSE FOR ALL HOURS WORKED REGARDLESS OF WHETHER THE EMPLOYMENT BUSINESS HAS RECEIVED PAYMENT FROM THE HIRER FOR THOSE HOURS.
- 7.3. WHERE THE NURSE FAILS TO SUBMIT A PROPERLY AUTHENTICATED TIMESHEET THE EMPLOYMENT BUSINESS SHALL, IN A TIMELY FASHION, CONDUCT FURTHER INVESTIGATIONS INTO THE HOURS CLAIMED BY THE NURSE AND THE REASONS THAT THE HIRER HAS REFUSED TO SIGN A TIMESHEET IN RESPECT OF THOSE HOURS. THIS MAY DELAY ANY PAYMENT DUE TO THE NURSE. THE EMPLOYMENT BUSINESS SHALL MAKE NO PAYMENT TO THE NURSE FOR HOURS NOT WORKED.
- 7.4. FOR THE AVOIDANCE OF DOUBT AND FOR THE PURPOSES OF THE WTR, THE NURSE'S WORKING TIME SHALL ONLY CONSIST OF THOSE PERIODS DURING WHICH S/HE IS CARRYING OUT ACTIVITIES OR DUTIES FOR THE HIRER AS PART OF THE ASSIGNMENT. TIME SPENT TRAVELLING TO THE HIRER'S PREMISES (APART FROM TIME SPENT TRAVELLING BETWEEN TWO OR MORE PREMISES OF THE HIRER), LUNCH BREAKS AND OTHER REST BREAKS SHALL NOT COUNT AS PART OF THE NURSE'S WORKING TIME FOR THESE PURPOSES.
- 7.5. FOR THE AVOIDANCE OF DOUBT, IF THE HIRER REQUIRES OR MAY REQUIRE THE NURSE TO WORK ON-CALL, THE NURSE'S WORKING TIME SHALL:
- 7.5.1. INCLUDE ANY ON-CALL TIME WHERE THE NURSE IS REQUIRED TO BE BOTH PHYSICALLY PRESENT AT THE HIRER'S PREMISES OR AT ANOTHER PLACE AS DETERMINED BY THE HIRER AND AVAILABLE TO CARRY OUT ACTIVITIES OR DUTIES FOR THE HIRER;
 - 7.5.2. INCLUDE ANY TIME DURING WHICH THE NURSE ACTUALLY CARRIES OUT ACTIVITIES OR DUTIES FOR THE HIRER BY VIRTUE OF BEING ON-CALL EVEN THOUGH S/HE IS NOT REQUIRED TO BE PHYSICALLY PRESENT THROUGHOUT THE PERIOD OF ON-CALL TIME AT THE HIRER'S PREMISES OR AT ANOTHER PLACE AS DETERMINED BY THE HIRER; AND
 - 7.5.3. NOT INCLUDE ANY TIME DURING WHICH THE NURSE IS NOT REQUIRED TO BE PHYSICALLY PRESENT AT THE HIRER'S PREMISES OR AT ANOTHER PLACE AS DETERMINED BY THE HIRER AND DURING WHICH S/HE IS NOT CARRYING OUT ACTIVITIES OR DUTIES FOR THE HIRER AS PART OF THE ASSIGNMENT.
- 7.6. THE PARTIES ACKNOWLEDGE THAT THE ACTIVITIES AND DUTIES REQUIRED TO BE CARRIED OUT UNDER THE TERMS OF AN ASSIGNMENT MAY INVOLVE THE NEED FOR CONTINUITY OF SERVICE IN RELATION TO SERVICES RELATING TO THE RECEPTION, TREATMENT OR CARE PROVIDED BY HOSPITALS OR SIMILAR ESTABLISHMENTS, RESIDENTIAL INSTITUTIONS AND PRISONS. DUE TO THE FACT THAT CONTINUITY OF SERVICE MAY BE NEEDED IN SUCH CIRCUMSTANCES, THE ENTITLEMENT OF THE NURSE TO RIGHTS UNDER THE WTR RELATING TO LIMITS ON THE LENGTH OF NIGHT WORK, DAILY REST, WEEKLY REST PERIODS AND REST BREAKS MAY NOT APPLY BY VIRTUE OF THE EXCLUSION OF SUCH RIGHTS TO ALLOW FOR CONTINUITY OF SERVICE AS PERMITTED UNDER THE WTR. THE EMPLOYMENT BUSINESS SHALL, HOWEVER, USE ITS REASONABLE ENDEAVOURS TO ENSURE THAT THE RELEVANT PROVISIONS RELATING TO COMPENSATORY REST SET OUT IN THE WTR ARE COMPLIED WITH BY USING ITS REASONABLE ENDEAVOURS TO ENSURE THAT:
- 7.6.1. THE HIRER SHALL, WHENEVER POSSIBLE, ALLOW THE NURSE TAKE AN EQUIVALENT PERIOD OF COMPENSATORY REST; AND
 - 7.6.2. IN EXCEPTIONAL CASES WHERE IT IS NOT POSSIBLE, FOR OBJECTIVE REASONS, TO GRANT AN EQUIVALENT PERIOD OF COMPENSATORY REST, THE HIRER SHALL AFFORD THE NURSE SUCH PROTECTION AS MAY BE APPROPRIATE IN ORDER TO

SAFEGUARD HIS/HER HEALTH AND SAFETY.

- 7.7. CLAUSE 7.4 IS SUBJECT TO ANY VARIATION SET OUT IN THE RELEVANT ASSIGNMENT DETAILS FORM OR ANY VARIATION TO THE RELEVANT ASSIGNMENT DETAILS FORM WHICH THE EMPLOYMENT BUSINESS MAY MAKE FOR THE PURPOSE OF COMPLIANCE WITH THE AWR.

8. PAY AND DEDUCTIONS

- 8.1. THE EMPLOYMENT BUSINESS SHALL PAY TO THE NURSE THE HOURLY RATE DURING PERIODS WHEN S/HE IS CARRYING OUT ASSIGNMENTS. THE ACTUAL RATE OF PAY WILL BE NOTIFIED ON A PER ASSIGNMENT BASIS AND AS SET OUT IN THE RELEVANT ASSIGNMENT DETAILS FORM.
- 8.2. IF THE NURSE HAS COMPLETED THE QUALIFYING PERIOD ON THE START DATE OF THE RELEVANT ASSIGNMENT OR FOLLOWING COMPLETION OF THE QUALIFYING PERIOD DURING THE RELEVANT ASSIGNMENT, THE EMPLOYMENT BUSINESS SHALL PAY TO THE NURSE:
- 8.2.1. THE ACTUAL QP RATE OF PAY; AND
- 8.2.2. THE EMOLUMENTS (IF ANY),
- WHICH WILL BE NOTIFIED ON A PER ASSIGNMENT BASIS AND AS SET OUT IN THE RELEVANT ASSIGNMENT DETAILS FORM OR ANY VARIATION TO THE RELEVANT ASSIGNMENT DETAILS FORM.
- 8.3. SUBJECT TO ANY STATUTORY ENTITLEMENT UNDER THE RELEVANT LEGISLATION REFERRED TO IN CLAUSES 8.5 AND 10 BELOW AND ANY OTHER STATUTORY ENTITLEMENT, THE NURSE IS NOT ENTITLED TO RECEIVE PAYMENT FROM THE EMPLOYMENT BUSINESS OR THE HIRER FOR TIME NOT SPENT ON ASSIGNMENT, WHETHER IN RESPECT OF HOLIDAYS, ILLNESS OR ABSENCE FOR ANY OTHER REASON UNLESS OTHERWISE AGREED.
- 8.4. SUBJECT TO COMPLIANCE WITH REGULATION 12 OF THE CONDUCT REGULATIONS THE EMPLOYMENT BUSINESS RESERVES THE RIGHT IN ITS ABSOLUTE DISCRETION TO DEDUCT FROM THE NURSE'S PAY ANY SUMS WHICH S/HE MAY OWE THE EMPLOYMENT BUSINESS INCLUDING, WITHOUT LIMITATION, ANY OVERPAYMENTS OR LOANS MADE TO THE NURSE BY THE EMPLOYMENT BUSINESS OR ANY LOSSES SUFFERED BY THE EMPLOYMENT BUSINESS AS A RESULT OF HIS/HER NEGLIGENCE OR BREACH OF EITHER THE EMPLOYMENT BUSINESS'S OR THE HIRER'S RULES.
- 8.5. WHERE THE NURSE HOLDS A VALID A1, E101 OR E102 CERTIFICATE CONFIRMING COVERAGE BY A SOCIAL SECURITY SCHEME IN AN EU MEMBER STATE OTHER THAN THE UK, THE NURSE MUST DECLARE THIS TO THE EMPLOYMENT BUSINESS AND PRODUCE THE CERTIFICATE. IN SUCH CASES THE EMPLOYMENT BUSINESS SHALL NOT DEDUCT CLASS 1 NATIONAL INSURANCE CONTRIBUTIONS FROM THE ACTUAL RATE OF PAY OR THE ACTUAL QP RATE OF PAY (WHERE APPLICABLE) BUT IT SHALL BE THE RESPONSIBILITY OF THE NURSE TO PAY SUCH SOCIAL FEE CONTRIBUTIONS AS MAY BE APPLICABLE IN THE EU MEMBER STATE CONCERNED. IN THE EVENT THAT THE NURSE FAILS TO PAY SUCH CONTRIBUTIONS AND THE EMPLOYMENT BUSINESS IS REQUIRED TO PAY CONTRIBUTIONS EITHER IN THE UK OR THE EU MEMBER STATE CONCERNED, THE NURSE UNDERTAKES TO INDEMNIFY THE EMPLOYMENT BUSINESS AND THE EMPLOYMENT BUSINESS SHALL BE ENTITLED TO DEDUCT THE AMOUNT PAID IN CONTRIBUTIONS FROM ANY SUMS OWED TO THE NURSE.

9. ANNUAL LEAVE

- 9.1. YOUR HOLIDAY ENTITLEMENT WILL NOT BE PAID AS A SEPARATE PAYMENT AT THE TIME OF EACH HOLIDAY BUT WILL BE PAID TO YOU BY INCREASING YOUR NORMAL PAY BY 12.07% WHICH WILL BE REFERRED TO IN YOUR CANDIDATE CONFIRMATION. FOR THE AVOIDANCE OF DOUBT, THE HOURLY RATES REFERRED TO IN YOUR PAYSリップ ALREADY CONTAINS THE 12.07% UPLIFT.
- 9.2. IN APPROPRIATE CIRCUMSTANCES YOU MAY, WITH THE PRIOR APPROVAL, TAKE EMERGENCY UNPAID LEAVE.

10. SICKNESS ABSENCE

- 10.1. THE NURSE MAY BE ELIGIBLE FOR STATUTORY SICK PAY PROVIDED THAT S/HE MEETS THE RELEVANT STATUTORY CRITERIA.
- 10.2. THE NURSE IS REQUIRED TO PROVIDE THE EMPLOYMENT BUSINESS WITH EVIDENCE OF INCAPACITY TO WORK WHICH MAY BE BY WAY OF A SELF-CERTIFICATE FOR THE FIRST 7 DAYS OF INCAPACITY AND A DOCTOR'S CERTIFICATE THEREAFTER.
- 10.3. FOR THE PURPOSES OF THE STATUTORY SICK PAY SCHEME THERE IS ONE QUALIFYING DAY PER WEEK DURING THE COURSE OF AN ASSIGNMENT AND THAT QUALIFYING DAY SHALL BE THE WEDNESDAY IN EVERY WEEK.
- 10.4. IN THE EVENT THAT THE NURSE SUBMITS A STATEMENT OF FITNESS FOR WORK ("**THE STATEMENT**") OR SIMILAR MEDICAL EVIDENCE, WHICH INDICATES THAT THE NURSE MAY, SUBJECT TO CERTAIN CONDITIONS, BE FIT TO WORK/RETURN TO WORK, THE EMPLOYMENT BUSINESS WILL IN ITS ABSOLUTE DISCRETION DETERMINE WHETHER THE NURSE WILL BE (A) PLACED IN A NEW ASSIGNMENT OR (B) PERMITTED TO CONTINUE IN AN ONGOING ASSIGNMENT. IN MAKING SUCH DETERMINATION THE EMPLOYMENT BUSINESS WILL REVIEW THE NHS EMPLOYERS' PRE-EMPLOYMENT WORK HEALTH ASSESSMENT AND WILL CONSULT WITH THE HIRER AND THE NURSE AS APPROPRIATE TO ASSESS WHETHER THE CONDITIONS IDENTIFIED IN THE STATEMENT OR SIMILAR DOCUMENTATION CAN BE SATISFIED FOR THE DURATION OF THE ASSIGNMENT.
- 10.5. WHERE CLAUSE 10.4 APPLIES, THE NURSE'S PLACEMENT IN A NEW ASSIGNMENT OR CONTINUATION IN AN ONGOING ASSIGNMENT MAY BE SUBJECT TO THE NURSE AGREEING TO A VARIATION OF THE TERMS OR THE ASSIGNMENT DETAILS SET OUT IN THE ASSIGNMENT DETAILS FORM TO ACCOMMODATE ANY CONDITIONS IDENTIFIED IN THE STATEMENT OR OTHER SIMILAR MEDICAL EVIDENCE AS IS APPROPRIATE.

11. TERMINATION

- 11.1. ANY OF THE EMPLOYMENT BUSINESS, THE NURSE OR THE HIRER MAY TERMINATE THE NURSE'S ASSIGNMENT AT ANY TIME WITHOUT PRIOR NOTICE OR LIABILITY.
- 11.2. THE NURSE ACKNOWLEDGES THAT THE CONTINUATION OF AN ASSIGNMENT IS SUBJECT TO AND CONDITIONED BY THE CONTINUATION OF THE CONTRACT ENTERED INTO BETWEEN THE EMPLOYMENT BUSINESS AND THE HIRER. IN THE EVENT THAT THE CONTRACT BETWEEN THE EMPLOYMENT BUSINESS AND THE HIRER IS TERMINATED FOR ANY REASON THE ASSIGNMENT SHALL CEASE WITH IMMEDIATE EFFECT WITHOUT LIABILITY TO THE NURSE (SAVE FOR PAYMENT FOR HOURS WORKED BY THE NURSE UP TO THE DATE OF TERMINATION OF THE ASSIGNMENT).
- 11.3. IF THE NURSE DOES NOT INFORM THE HIRER OR THE EMPLOYMENT BUSINESS THAT THEY ARE UNABLE TO ATTEND WORK DURING THE COURSE OF AN ASSIGNMENT (AS REQUIRED IN CLAUSE 4.3) THIS WILL BE TREATED AS TERMINATION OF THE ASSIGNMENT BY THE NURSE IN ACCORDANCE WITH CLAUSE 11.1, UNLESS THE NURSE CAN SHOW THAT EXCEPTIONAL CIRCUMSTANCES PREVENTED HIM OR HER FROM COMPLYING WITH CLAUSE 4.3.
- 11.4. IF THE NURSE IS ABSENT DURING THE COURSE OF AN ASSIGNMENT AND THE ASSIGNMENT HAS NOT BEEN OTHERWISE TERMINATED UNDER CLAUSES 11.1 OR 11.3 ABOVE THE EMPLOYMENT BUSINESS WILL BE ENTITLED TO TERMINATE THE ASSIGNMENT IN ACCORDANCE WITH CLAUSE 11.1 IF THE WORK TO WHICH THE NURSE WAS ASSIGNED IS NO LONGER AVAILABLE.
- 11.5. IF THE NURSE DOES NOT REPORT TO THE EMPLOYMENT BUSINESS TO NOTIFY HIS/HER AVAILABILITY FOR WORK FOR A PERIOD OF 3 WEEKS, THIS CONTRACT FOR SERVICES WILL AUTOMATICALLY TERMINATE AND THE EMPLOYMENT BUSINESS WILL FORWARD HIS/HER P45 TO HIS/HER LAST KNOWN ADDRESS.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. THE NURSE ACKNOWLEDGES THAT ALL COPYRIGHT, TRADEMARKS, PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS DERIVING FROM SERVICES CARRIED OUT BY HIM/HER FOR THE HIRER DURING THE ASSIGNMENT SHALL BELONG TO THE HIRER. ACCORDINGLY, THE NURSE SHALL EXECUTE ALL SUCH DOCUMENTS AND DO ALL SUCH ACTS AS THE EMPLOYMENT BUSINESS SHALL FROM TIME TO TIME REQUIRE IN ORDER TO GIVE EFFECT TO ITS RIGHTS PURSUANT TO THIS CLAUSE.

13. CONFIDENTIALITY

- 13.1. IN ORDER TO PROTECT THE CONFIDENTIALITY AND TRADE SECRETS OF ANY HIRER AND THE EMPLOYMENT BUSINESS AND WITHOUT PREJUDICE TO EVERY OTHER DUTY TO KEEP SECRET ALL INFORMATION GIVEN TO IT OR GAINED IN CONFIDENCE THE NURSE AGREES AS FOLLOWS:
 - 13.1.1. NOT AT ANY TIME, WHETHER DURING OR AFTER AN ASSIGNMENT (UNLESS EXPRESSLY SO AUTHORISED BY THE HIRER OR THE EMPLOYMENT BUSINESS AS A NECESSARY PART OF THE PERFORMANCE OF ITS DUTIES) TO DISCLOSE TO ANY PERSON OR TO MAKE USE OF ANY OF THE TRADE SECRETS OR THE CONFIDENTIAL INFORMATION OF THE HIRER OR THE EMPLOYMENT BUSINESS WITH THE EXCEPTION OF INFORMATION ALREADY IN THE PUBLIC DOMAIN.
 - 13.1.2. TO DELIVER UP TO THE HIRER OR THE EMPLOYMENT BUSINESS (AS DIRECTED) AT THE END OF EACH ASSIGNMENT ALL DOCUMENTS AND OTHER MATERIALS BELONGING TO THE HIRER (AND ALL COPIES) WHICH ARE IN ITS POSSESSION INCLUDING DOCUMENTS AND OTHER MATERIALS CREATED BY HIM/HER DURING THE COURSE OF THE ASSIGNMENT; AND
 - 13.1.3. NOT AT ANY TIME TO MAKE ANY COPY, ABSTRACT, SUMMARY OR PRÉCIS OF THE WHOLE OR ANY PART OF ANY DOCUMENT OR OTHER MATERIAL BELONGING TO THE HIRER EXCEPT WHEN REQUIRED TO DO SO IN THE COURSE OF ITS DUTIES UNDER AN ASSIGNMENT IN WHICH EVENT ANY SUCH ITEM SHALL BELONG TO THE HIRER OR THE EMPLOYMENT BUSINESS AS APPROPRIATE.

14. DATA PROTECTION

- 14.1. THE NURSE ACKNOWLEDGES THAT THE EMPLOYMENT BUSINESS MUST PROCESS PERSONAL DATA ABOUT HIM/ HER IN ORDER TO PROPERLY FULFIL ITS OBLIGATIONS UNDER THIS AGREEMENT AND AS OTHERWISE REQUIRED BY LAW IN RELATION TO HIS/HER EMPLOYMENT IN ACCORDANCE WITH THE DATA PROTECTION LAWS. SUCH PROCESSING WILL PRINCIPALLY BE FOR PERSONNEL, ADMINISTRATIVE AND PAYROLL PURPOSES.
- 14.2. THE NURSE WARRANTS THAT IN RELATION TO THESE TERMS, S/HE SHALL COMPLY STRICTLY WITH ALL PROVISIONS APPLICABLE TO HIM/HER UNDER THE DATA PROTECTION LAWS AND SHALL NOT DO OR PERMIT TO BE DONE ANYTHING WHICH MIGHT CAUSE THE EMPLOYMENT BUSINESS OR THE HIRER TO BREACH ANY DATA PROTECTION LAWS.

15. SEVERABILITY

- 15.1. IF ANY OF THE PROVISIONS OF THESE TERMS SHALL BE DETERMINED BY ANY COMPETENT AUTHORITY TO BE UNENFORCEABLE TO ANY EXTENT, SUCH PROVISION SHALL, TO THAT EXTENT, BE SEVERED FROM THE REMAINING TERMS, WHICH SHALL CONTINUE TO BE VALID TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

16. NOTICES

- 16.1. ALL NOTICES WHICH ARE REQUIRED TO BE GIVEN IN ACCORDANCE WITH THESE TERMS SHALL BE IN WRITING AND MAY BE DELIVERED PERSONALLY OR BY FIRST CLASS PREPAID POST TO THE REGISTERED OFFICE OF THE PARTY UPON WHOM THE NOTICE IS TO BE SERVED OR ANY OTHER ADDRESS THAT THE PARTY HAS NOTIFIED THE OTHER PARTY IN WRITING, INCLUDING BY EMAIL OR FACSIMILE TRANSMISSION. ANY SUCH NOTICE SHALL BE DEEMED TO HAVE BEEN SERVED: IF BY HAND WHEN DELIVERED; IF BY FIRST CLASS POST 48 HOURS FOLLOWING POSTING; AND IF BY EMAIL OR FACSIMILE TRANSMISSION, WHEN THAT EMAIL OR FACSIMILE IS SENT.

17. RIGHTS OF THIRD PARTIES

- 17.1. NONE OF THE PROVISIONS OF THESE TERMS ARE INTENDED TO BE FOR THE BENEFIT OF OR ENFORCEABLE BY THIRD PARTIES AND THE OPERATION OF THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 IS EXCLUDED.

18. GOVERNING LAW AND JURISDICTION

- 18.1. THESE TERMS ARE GOVERNED BY THE LAW OF ENGLAND, WALES, SCOTLAND & NORTHERN IRELAND AND ARE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF ENGLAND, WALES, SCOTLAND & NORTHERN IRELAND.

SIGNED BY THE AGENCY WORKER

X

PRINT NAME HERE

X

DATE

SCHEDULE: "QUALIFYING PERIOD" AND "TEMPORARY WORK AGENCY"

FOR THE PURPOSE OF THE DEFINITION OF "**QUALIFYING PERIOD**" IN CLAUSE 1.1 OF THESE TERMS, WHEN CALCULATING WHETHER ANY WEEKS COMPLETED WITH THE HIRER COUNT AS CONTINUOUS TOWARDS THE QUALIFYING PERIOD, WHERE:

- (a) THE NURSE HAS STARTED WORKING DURING AN ASSIGNMENT AND THERE IS A BREAK, EITHER BETWEEN ASSIGNMENTS OR DURING AN ASSIGNMENT, WHEN THE NURSE IS NOT WORKING.
- (b) THE BREAK IS:
 - (i) FOR ANY REASON AND NOT MORE THAN SIX CALENDAR WEEKS.
 - (ii) WHOLLY DUE TO THE FACT THAT THE NURSE IS INCAPABLE OF WORKING IN CONSEQUENCE OF SICKNESS OR INJURY AND THE BREAK IS 28 CALENDAR WEEKS OR LESS; PARAGRAPH (III) DOES NOT APPLY; AND, IF REQUIRED TO DO SO BY THE EMPLOYMENT BUSINESS, THE NURSE HAS PROVIDED SUCH WRITTEN MEDICAL EVIDENCE AS MAY REASONABLY BE REQUIRED.
 - (iii) RELATED TO PREGNANCY, CHILDBIRTH OR MATERNITY AND IS AT A TIME IN A PROTECTED PERIOD, BEING A PERIOD BEGINNING AT THE START OF THE PREGNANCY AND ENDING AT THE END OF THE 26 WEEKS BEGINNING WITH CHILDBIRTH (BEING THE BIRTH OF A LIVING CHILD OR THE BIRTH OF A CHILD WHETHER LIVING OR DEAD AFTER 24 WEEKS OF PREGNANCY) OR, IF EARLIER, WHEN THE NURSE RETURNS TO WORK.
 - (iv) WHOLLY FOR THE PURPOSE OF TAKING TIME OFF OR LEAVE, WHETHER STATUTORY OR CONTRACTUAL, TO WHICH THE NURSE IS OTHERWISE ENTITLED WHICH IS:
 - i. ORDINARY, COMPULSORY OR ADDITIONAL MATERNITY LEAVE.
 - ii. ORDINARY OR ADDITIONAL ADOPTION LEAVE.
 - iii. ORDINARY OR ADDITIONAL PATERNITY LEAVE.
 - iv. TIME OFF OR OTHER LEAVE NOT LISTED IN PARAGRAPHS (IV)I, II, OR III ABOVE, OR
 - v. FOR MORE THAN ONE OF THE REASONS LISTED IN PARAGRAPHS (IV)I, II, III TO IV ABOVE.
 - (v) WHOLLY DUE TO THE FACT THAT THE NURSE IS REQUIRED TO ATTEND AT ANY PLACE IN PURSUANCE TO BEING SUMMONED FOR SERVICE AS A JUROR AND THE BREAK IS 28 CALENDAR WEEKS OR LESS.
 - (vi) WHOLLY DUE TO A TEMPORARY CESSATION IN THE HIRER'S REQUIREMENT FOR ANY WORKER TO BE PRESENT AT THE ESTABLISHMENT AND WORK IN A PARTICULAR ROLE FOR A PRE-DETERMINED PERIOD OF TIME ACCORDING TO THE ESTABLISHED CUSTOM AND PRACTICES OF THE HIRER.
 - (vii) WHOLLY DUE TO A STRIKE, LOCK-OUT OR OTHER INDUSTRIAL ACTION AT THE HIRER'S ESTABLISHMENT; OR
 - (viii) WHOLLY DUE TO MORE THAN ONE OF THE REASONS LISTED IN PARAGRAPHS (II), (III), (IV), (V), (VI) OR (VII); AND
- (c) THE NURSE RETURNS TO WORK IN THE SAME ROLE WITH THE HIRER, ANY WEEKS DURING WHICH THE NURSE WORKED FOR THE HIRER BEFORE THE BREAK SHALL BE CARRIED FORWARD AND TREATED AS COUNTING TOWARDS THE QUALIFYING PERIOD WITH ANY WEEKS DURING WHICH THE NURSE WORKS FOR THE HIRER AFTER THE BREAK. IN ADDITION, WHEN CALCULATING THE NUMBER OF WEEKS DURING WHICH THE NURSE HAS WORKED, WHERE THE NURSE HAS STARTED WORKING IN A ROLE DURING AN ASSIGNMENT AND IS UNABLE TO CONTINUE WORKING FOR A REASON DESCRIBED IN PARAGRAPH (B)(III) OR (B)(IV)I., II, OR III., FOR THE PERIOD THAT IS COVERED BY ONE OR MORE SUCH REASONS, THE NURSE SHALL BE DEEMED TO BE WORKING IN THAT ROLE WITH THE HIRER FOR THE ORIGINAL INTENDED DURATION OR LIKELY DURATION OF THE RELEVANT ASSIGNMENT, WHICHEVER IS THE LONGER. FOR THE AVOIDANCE OF DOUBT, TIME SPENT BY THE NURSE WORKING DURING AN ASSIGNMENT BEFORE 1 OCTOBER 2011 OR 5 DECEMBER 2011 DOES NOT COUNT FOR THE PURPOSES OF THE DEFINITION OF "QUALIFYING PERIOD".

"**TEMPORARY WORK AGENCY**" MEANS AS DEFINED IN REGULATION 4 OF THE AWR BEING A PERSON ENGAGED IN THE ECONOMIC ACTIVITY, PUBLIC OR PRIVATE, WHETHER OR NOT OPERATING FOR PROFIT, AND WHETHER OR NOT CARRYING ON SUCH ACTIVITY IN CONJUNCTION WITH OTHERS, OF:
(A) SUPPLYING INDIVIDUALS TO WORK TEMPORARILY FOR AND UNDER THE SUPERVISION AND DIRECTION OF HIRERS, OR

(B) PAYING FOR, OR RECEIVING OR FORWARDING PAYMENT FOR, THE SERVICES OF INDIVIDUALS WHO ARE SUPPLIED TO WORK TEMPORARILY FOR AND UNDER THE SUPERVISION AND DIRECTION OF HIRERS.

NOTWITHSTANDING PARAGRAPH (B) OF THIS DEFINITION A PERSON IS NOT A TEMPORARY WORK AGENCY IF THE PERSON IS ENGAGED IN THE ECONOMIC ACTIVITY OF PAYING FOR, OR RECEIVING OR FORWARDING PAYMENTS FOR, THE SERVICES OF INDIVIDUALS REGARDLESS OF WHETHER THE INDIVIDUALS ARE SUPPLIED TO WORK FOR HIRERS. FOR THE PURPOSE OF THIS DEFINITION, A "HIRER" MEANS A PERSON ENGAGED IN ECONOMIC ACTIVITY, PUBLIC OR PRIVATE, WHETHER OR NOT OPERATING FOR PROFIT, TO WHOM INDIVIDUALS ARE SUPPLIED, TO WORK TEMPORARILY FOR AND UNDER THE SUPERVISION AND DIRECTION OF THAT PERSON.

