

Terms of Engagement of Workers



Between Medacs Healthcare, a trading name of Medacs Healthcare PLC ("the Company") With effect from September 2007.

and _____ Branch: _____

Minimum Rate of Pay £ _____ per hour National Insurance Number: _____

- 1** These Terms of Engagement ("the Terms") form a contract for services and set out the entire agreement between you and the Company (with the exception of details of the Rate for any Assignment). No variation to the Terms shall be binding upon the Company unless the variation is in writing and signed by a Director of the Company. In the Terms, references to the singular include the plural (and vice versa) and the following definitions apply:

 - 1.1 "Client" means any person, firm, company or organisation requiring the services of a worker from the Company;
 - 1.2 "Assignment" means any activity in the United Kingdom for which a Client seeks the services of a worker from the Company;
 - 1.3 "Rate" means your hourly rate of pay by the Company in respect of an Assignment.
- 2** The Company is an employment business which supplies temporary workers to its Clients. You wish to be provided with paid Assignments including work which falls within the category specified above. The Company will not charge you a fee for finding Assignments. The Company will endeavour to find suitable Assignments for you with Clients in accordance with and subject to these Terms. You are not obliged to accept any Assignment offered to you by the Company. Either you or the Company may terminate the agreement between us at any time without notice. You agree that you may be transferred to a new Assignment at any time, without restriction to location or Client, as directed by the Company. Further you agree that the Company may terminate an Assignment at any time without prior notice or liability. If you wish to terminate an Assignment you must give the Company one weeks notice.
- 3** The relationship between the Company and you shall not be one of employment. The Company shall have no obligation to provide any minimum period of Assignment or any minimum number of Assignments to you. It shall be entirely within the discretion of the Company to determine whether you are suitable for any particular Assignment and whether you are more suitable than any other worker with whom the Company has an agreement. The Company shall also be entitled to review your suitability (as against the requirements of any Assignment and as against other workers) from time to time including during an Assignment.
- 4** The Company shall explain the Rate to you at the start of any particular Assignment. You shall be paid weekly in arrears at the Rate for hours worked during an Assignment whether or not we have received payment from the Client in respect of that work. Unless provided by these Terms or UK legislation you are not entitled to payment: (a) in respect of pension; or (b) for time not spent on an Assignment whether as a result of illness, holidays (including public holidays) or any other reason.
- 5** It shall be your responsibility to deliver to the Company proof of any hours worked by you. The proof may be a timesheet signed by the Client or any other form of proof acceptable to the Company. Delivery of the proof must occur, at the latest, by the Monday of the week immediately following the week when the time is worked.
- 6** The Company will deduct income tax at the appropriate rate under Schedule E together with the prescribed contributions to National Insurance from payments due to you if you have not produced evidence of being a corporate body as prescribed in the relevant legislation (or a tax exemption certificate where appropriate). In the event that you claim emoluments from the Company without any or all such deductions in accordance with the relevant legislation, you will indemnify both the Company and each affected Client against all and any costs to or any claims, assessments, demands etc., which may be made on or against any or all of them in respect of income tax, corporation tax, advance corporation tax, value added tax, National Insurance contributions and all and any other taxes and revenues which may be payable by you as a result of an Assignment.
- 7** You are entitled to paid holiday in accordance with the applicable Working Time Regulations. Your holiday year will be the 12 month period starting with your first day of work or, in subsequent years, with the anniversary of that first day of work. You should try to take your holiday entitlement within the holiday year. As an exceptional benefit to you, if you have any holiday entitlement left at the end of any holiday year, you may take that holiday within the first 6 weeks of the next holiday year. After that first 6 weeks in the new holiday year, unused earned holiday from the previous holiday year will be lost with no right to pay or compensation.
- 8** You may only take paid holiday to the extent that you have accrued it by your period of continuous work. If you wish to take paid holiday, you must give four weeks' written notice of the proposed holiday dates to the Company at its branch at which you are registered. The Company may refuse a request for specific holiday dates at any time up to two weeks before the first date to which the request relates. The Company may require you to take part or all of any paid holiday entitlement by giving you not less than two weeks' notice.
- 9** Unless specifically agreed in writing with the Company in advance of an Assignment, neither the Company nor the Client shall be responsible for: (a) any arrangements for or costs of travel or accommodation for you in connection with an Assignment; or (b) the reimbursement of expenses incurred by you in connection with an Assignment.
- 10** While engaged on any Assignment, you must:

 - 10.1 co-operate with the Client and its employees and other workers and accept the direction, supervision and instruction of any responsible person in the Client's organisation;
 - 10.2 observe any rules and regulations of the Client's workplace to which your attention has been drawn or which you might reasonably be expected to anticipate or find out;
 - 10.3 conform to the normal hours of work for the Client's workplace (unless arrangements have been made in advance to the contrary with both the Company and the Client);
 - 10.4 take all reasonable steps while working for the Client to safeguard your own safety and the safety of any others who may be present or affected by your actions during the Assignment and comply with the Health and Safety policy of the Client;
 - 10.5 not engage in any conduct detrimental to the interests of the Client.

- 11 During any Assignment, you shall be under the direction and control of the Client from the time you report at the start of any Assignment until its conclusion. You understand in accepting an Assignment under these Terms, that the Company will provide pay in accordance with the Terms but that the Company has no obligation to provide any other benefit nor does it have any obligation to provide insurance in respect of the Assignment nor any workplace supervision in connection with it. You will indemnify the Company and keep it indemnified against the costs and financial consequences of and occasioned by any and all claims against the Company arising out of any act or omission by you in connection with an Assignment.
- 12 The Company will check that you have a current registration with your professional body when you first seek work through the Company. You must maintain full registration with your professional body at all times when you are engaged on an Assignment. Failure to do so means that the Company shall not be obliged to pay you for work done while you were not fully registered. You must notify the Company immediately if there is a change to the status of your registration with your professional body.
- 13 Where you are not undertaking an Assignment with the NHS you shall hold and maintain at your own expense appropriate professional indemnity insurance arranged through the Medical Defence Union or other similar organisation approved by the Company. You shall provide a copy of your Professional Indemnity Insurance. You agree and accept that it is a condition of this Contract that in supplying this information you are confirming that you have adequate insurance in respect of your duties and you agree to indemnify Medacs Healthcare against the costs and financial consequences of and occasioned by any and all claims against Medacs Healthcare which arise out of or as a consequence of any act, error or omission by you in connection with this Contract. You undertake to inform Medacs Healthcare if there are changes to your Professional Indemnity Insurance, howsoever arising.
- 14 The Client shall be responsible for all acts, errors and omissions on your part, whether wilful, negligent or otherwise, as though you were an employee of the Client, and the Client will in relation to you in all respects comply with statutes, bye-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own employees including in particular the provision of adequate Employer's and Public Liability insurance cover.
- 15 You shall not use any motor vehicle or any mechanised equipment in connection with any Assignment unless proper insurance cover is in force for such use. You shall indemnify and keep indemnified the Company against loss or liability incurred directly or indirectly by the Company arising out of any such use.
- 16 You shall provide all tools and equipment necessary for the Assignment. If, as a matter of convenience, you are provided with any tools or equipment by the Company or a Client for the purposes of an Assignment, you shall be responsible for the security and condition of such tools or equipment. If and to the extent that any tools or equipment are damaged or lost while in your care, you will be responsible for the cost of any necessary repairs or replacement. You will pay to the Company the cost of repair or replacement where the tools and/or equipment belong to the Company and you will pay to the Company an amount equivalent to any charge made to the Company by the Client on account of such loss or damage where the tools and/or equipment belong to the Client. The Company may if it wishes obtain part or all of such payment by making deductions from pay due to you under the Terms.
- 17 Depending on the amount of time worked on an Assignment on any day, you may be entitled to a rest break from work. The Client and not the Company will be in control of working arrangements for an Assignment. The Company therefore expects the Client to provide appropriate rest breaks. If you consider that proper rest breaks are not being provided, you should raise the matter with the Company promptly.
- 18 You agree that whilst on Assignment to a Client, any right, title and interest in any idea, concept, technique, invention, design or computer programs and the like ("Intellectual Property Rights") you develop or acquire belong solely to the Client. You further agree that you will do all that is necessary to vest the Intellectual Property Rights in the Client at their request.
- 19 Sometimes you may be classed as a night worker. If you are in any doubt as to your status, you should ask your contact at the Company. If you are a night worker, you should fill out a health screening questionnaire. You can get a copy of it from your Company contact. If your health changes after you have filled out a questionnaire, you should ask for and fill out a further questionnaire.
- 20 If for any reason the Client changes your working hours (whether by duration or timing) or the nature of your duties, you must inform the Company immediately.
- 21 If during any week of an Assignment, you are doing work (or receiving work-related training) for any person, firm, company or organisation other than the Company, you must inform the Company of the nature of the work or training and of its duration in the relevant week.
- 22 You will not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information in relation to the Client or the Company or in relation to any of their employees, business affairs, transactions or finances which you may acquire during the currency of your agreement with the Company under the Terms.
- 23 We will collect and process personal data from you, which may include sensitive personal data, for the purpose of carrying out our business of supplying temporary workers to Clients and in order to find you suitable Assignments. We may also collect personal data about you from third parties, such as referees and third party agencies, in order to verify information such as professional qualifications and educational background. We may disclose your personal data to Clients for the purposes of an Assignment or potential Assignment. You hereby consent to us collecting and processing your personal data and disclosing this information to Clients and other relevant third parties for the purposes outlined above. If you terminate this contract or enter into new terms of engagement with a different organisation, in circumstances where you continue to work for the same Client, we may disclose your personal information to the new organisation at the Client's request. We may divulge your personal data to third parties who may provide you with information about their products and activities. If you do not wish to have your personal data being disclosed to third parties (other than Clients) as described above then please write to your Placement Officer to ensure that no personal data is passed on.
- 24 Other than associated companies of The Corporate Services Group plc who will have the benefit of and may enforce the Terms, the parties do not intend any of the Terms to be enforceable by any other party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 25 The Company operates an equal opportunities policy governing its dealings with workers. Copies of the policy are available from the Company's registered office on written request.
- 26 The agreement between the Company and you shall be subject to and interpreted in accordance with English law and the Company and you submit to the exclusive jurisdiction of the Courts of England.

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