

Care 24/7 Healthcare Limited an employment business as defined by the Employment Agencies and Employment Business Regulations 2003 hereby provide personnel services including the assignment of workers on a temporary basis to its clients ("the Client") on the following terms.

## Definitions:

"Assignment" means the period during which a Temporary performs services or carries out work for or on behalf of the Client or agreed between the Client and Care 24/7 Healthcare Limited, commencing at the time the Temporary first reports to the Client to take up duties (or, if earlier, the commencement by the Temporary of such work or services) and ending upon the termination by the Temporary of all such work and services.

"Temporary" means any person who is introduced or supplied by Care 24/7 Healthcare Limited to the Client with a view to carrying out work for or on behalf of the Client.

### 1. Acceptance:

- 1.1 These Terms and Conditions constitute the contract between Care 24/7 Healthcare Limited and the Client for the supply of the Temporary's services to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or engagement of a Temporary or the passing of any information about the Temporary to any third party following an introduction of the Temporary to the Client.
- 1.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by Care 24/7 Healthcare Limited, these Terms prevail over any terms of business put forward by the Client.
- 1.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Care 24/7 Healthcare Limited and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

### 2. Charges Structure:

- 2.1 The Client agrees to pay the hourly rate charge, plus VAT, as advised by Care 24/7 Healthcare Limited in writing at the time of an Assignment for all the hours actually worked (to the nearest quarter of an hour) by the Temporary. All hours worked must be stated, verified and signed by the Client on a weekly time sheet provided to the Client by Care 24/7 Healthcare Limited which shall be deemed conclusive evidence that the Client is satisfied with the work carried out by the Temporary; that the Client agrees and accepts these Term and that the Client will pay the charges in accordance with this clause in full and without dispute or deduction. If the Client is unable to sign a time sheet produced for authentication by the Temporary because the Client disputes the hours claimed, the Client shall inform Care 24/7 Healthcare Limited as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with Care 24/7 Healthcare Limited to enable Care 24/7 Healthcare Limited to establish what hours, if any, were worked by the Temporary. Failure to sign the time sheet does not absolve the Client's obligation to pay the fees in respect of the hours worked. The Client shall not be entitled to decline to sign a time sheet on the basis that he/she is dissatisfied with the work performed by the Temporary. In cases of unsuitable work the Client should apply the provisions of clause 10 below.
- 2.2 Travel, hotel and/or other expenses (plus VAT) as agreed between Care 24/7 Healthcare Limited and the Client shall be itemised on a Care 24/7 Healthcare Limited invoice and charged to the Client.
- 2.3 Care 24/7 Healthcare Limited reserves the right to terminate this contract in the event of non-payment of the charges set out herein and withdraws the Temporary upon 3 hours' notice to the Client.
- 2.4 All charges are invoiced weekly (or monthly if agreed in writing) and payable within 30 days.
- 2.5 There are no rebates payable in respect of the charges of Care 24/7 Healthcare Limited .

### 3. National Insurance and Income Tax responsibility:

- 3.1 Care 24/7 Healthcare Limited is responsible for the payment of the Temporary's salary plus PAYE deductions and National Insurance contributions except where 3.2 applies.
- 3.2 When a Client pays the Temporary directly, the Client will be responsible for tax issues and paying holiday entitlement except where the Temporary remuneration includes a holiday pay allowance.

### 4. Temporary/Contract to Permanent Placement Fee:

- 4.1 Subject to clause 4.4, a Placement Fee shall be payable by the Client to Care 24/7 Healthcare Limited if the Client:
  - 4.1.1 Makes the Temporary or Contract staff supplied by Care 24/7 Healthcare Limited permanent within 12 months of the original assignment or contract end date; or
  - 4.1.2 Introduces the Temporary to any other person (including but not limited to any subsidiary or associated company of the Client), subsequent to which the Temporary's services are used by that person or a person associated that

that person (other than pursuant to this Agreement, or an equivalent Agreement between Care 24/7 Healthcare Limited and that person), in each case within: (a) the later period of (i) eight weeks following the termination of the Assignment, or (ii) fourteen weeks following the commencement of the Assignment. (see clause 4.4); or (b) (whether appropriate) the period following the notification of the name of the Temporary by Care 24/7 Healthcare Limited to the Client but prior to the commencement of the Assignment

4.2 The Placement Fee shall be calculated in the same way as the File Search Fee set out in clause 2.1 of the Terms and Conditions for the Introduction of Permanent Staff. It is agreed that clause 4.1.1 shall not apply where either: (a) following prior written notice by the Client to Care 24/7 Healthcare Limited pursuant to this clause the Client makes use of the services of the Temporary on the terms set out in this Agreement for a minimum of 52 continuous weeks from the date of such notice; or (b) following receipt of the notice as set out in 4.1.1 above, The Care 24/7 Healthcare Limited does not supply the Temporary to the Client on the terms set out in this Agreement for a minimum of 52 continuous weeks from the date of such notice (unless Care 24/7 Healthcare Limited is no way at fault for such failure of supply). For the avoidance of doubt, this clause 4.2 shall be of no effect in relation to an engagement of the Temporary in the circumstances sets out under clause 4.1.2

4.3 There is no refund of the placement fee irrespective of whether or not the Temporary's employment continues.

4.4 For the purposes of clauses 4.1.2.(a).(ii) only, the terms "within fourteen weeks following the commencement of the Assignment" shall be defined by reference to Regulation 10(5) and (6) of The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

## 5. Standards and Conduct:

Providing the Client has complied with clause 6.3, Care 24/7 Healthcare Limited will use all reasonable endeavours to ensure a Temporary has the skills and experience required by the Client, diligently and efficiently performs duties of the Client's Assignment and complies with the Client's instructions and standards of conduct and behaviour. The Client accepts that no warranty as to the suitability of the Temporary can be given by Care 24/7 Healthcare Limited .

## 6. Information to be provided

6.1 When making an introduction of a Temporary to the Client Care 24/7 Healthcare Limited shall inform the Client of the identity of the Temporary; that the Temporary has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary will be employed by Care 24/7 Healthcare Limited under a contract of service or apprenticeship or a contract for services; and that the Temporary is willing to work in the Assignment.

6.2 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 the Temporary is being Introduced for an Assignment in the same position as one in which the Temporary had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

6.3 The Client agrees to provide Care 24/7 Healthcare Limited with sufficient information and such other information as may be requested by The Care 24/7 Healthcare Limited to enable Care 24/7 Healthcare Limited to confirm the suitability of the Temporary for the assignment requested by the Client. This information shall be supplied in good time before the commencement of the assignment requested by the Client and throughout the assignment where appropriate. Such information includes, but is not limited to: (a) the duration or expected duration of the assignment; (b) nature of the Client's business and the position, type of work the temporary would be required to do, the location at which the Temporary will be required to perform the role and the hours of work; (c) risks to health and safety and what steps the Client has taken to prevent or control such risks and confirmation that the Client has performed a risk assessment relating to the assignment.

## 7. Liability:

7.1 Neither The Care 24/7 Healthcare Limited nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the introduction or supply of a Temporary to the Client or for any failure by The Care 24/7 Healthcare Limited to introduce or supply a Temporary for all or part of the period booked and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with: Failure of the Temporary to meet the requirements of the Client for all or any of the purposes for which he is required by the Client; Any act or omission of a Temporary, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; Any loss, injury, damage, expense or delay incurred or suffered by a Temporary; Any claim by or on behalf of any individual that there existed during the term of this Agreement a contract of employment between the Client and such Temporary; Any income tax, National Insurance contributions, interest and/or penalties thereon arising in respect of the Temporary for which the Client may be called upon to account to the Inland Revenue and the disallowance of any VAT charged in respect of the services as allowable input tax for the Client; or The termination of the Assignment by the Temporary for whatever reason. PROVIDED THAT nothing in this clause 6 shall be construed as purporting to exclude or restrict any liability of The Care 24/7 Healthcare Limited for personal injury or death resulting from negligence nor any statutory liability or any exclusion or limitation which is prohibited by law.

7.2 The Client into which these Terms are incorporated hereby undertakes to indemnify Care 24/7 Healthcare Limited in respect of any and all liability of Care 24/7 Healthcare Limited for: Any loss, injury, expense or delay suffered or incurred by a Temporary, howsoever caused; Any loss, injury, damage, expense or delay suffered or incurred by anyone

arising directly or indirectly from or in any way connected with the acts or omissions of the Temporary, whether wilful, reckless, fraudulent, negligent, dishonest or otherwise; Any loss, injury or delay suffered or incurred by Care 24/7 Healthcare Limited as a result of any act or omission of the Client; Any loss, injury, damage or expenses incurred by Care 24/7 Healthcare Limited as a result of any breach by the Client of these Terms. PROVIDED THAT this indemnity is given only in respect of any such loss, injury, damage expense or delay caused during or arising directly out of or in any way connected with the Assignment.

7.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of The Care 24/7 Healthcare Limited set out here in are reasonable and reflected in the fee payable to The Care 24/7 Healthcare Limited here under and shall accept risk and/or insure accordingly.

#### 8. Health and Safety:

All reasonable precautions shall be taken by the Client to ensure the Temporary's health and safety whilst on the Client premises or any other premises.

#### 9. Obligations of the Client:

9.1 The Client shall specify its exact requirements by providing full details of the work for which the Temporary is required and, in particular, by notifying The Care 24/7 Healthcare Limited of any special skills required for such work when placing its order.

9.2 The Client shall not allow any Temporary to undertake any work other than that which has been notified by the Client in accordance with clause 9.1 to The Care 24/7 Healthcare Limited in placing its order for such Temporary.

9.3 The Client shall verify at the time that the Temporary begins to render services for or on behalf of the Client that the Temporary is suitable for the purposes for which he/she is required and that he/she has the capability to carry out the duties required. The Client shall be responsible for obtaining any work or other permits and for ensuring that the Temporary satisfies any medical requirements or other qualifications that may be appropriate by law.

9.4 A Temporary engaged by The Care 24/7 Healthcare Limited is deemed to be under the supervision, direction and control of the Client from the time the Temporary takes up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary be they wilful, negligent or otherwise as though the Temporary were the direct employee of the Client. The Client shall comply in all respects with all statutes, by-laws and legal requirements (which includes, but is not limited to, the Working Time Regulations 1998) to which the Client is ordinarily subject in respect of the Client's own staff.

9.5 The Client shall provide adequate public liability insurance in respect of the Temporary.

9.6 The Client shall advise The Care 24/7 Healthcare Limited of any special health and safety matters about which The Care 24/7 Healthcare Limited is required to inform the Temporary and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary is to fill the Assignment. The Client will assist The Care 24/7 Healthcare Limited in complying with The Care 24/7 Healthcare Limited's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by The Care 24/7 Healthcare Limited and the Client will not do anything to cause The Care 24/7 Healthcare Limited to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary for more than 48 hours in any week, the Client must notify The Care 24/7 Healthcare Limited of this requirement before the commencement of that week.

9.7 The Client undertakes not to request the supply of a Contractor to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action

#### 10. Cancellation and Complaint:

10.1 The Client undertakes to supervise the Temporary and to ensure compliance with reasonable standards of workmanship. If the Client, acting reasonably, has any complaint regarding the Temporary then this complaint must be made by telephone within 4 hours of the complaint arising (then confirmed in writing within 3 days). The Client waives the right to withhold any payment until after this notification. The Client shall give the full grounds for its dissatisfaction with the Temporary.

10.2 The Client shall give The Care 24/7 Healthcare Limited such co-operation as The Care 24/7 Healthcare Limited may reasonably request (including but not limited to the production of relevant documents and the attendance of witnesses) at the Client's expense in any internal disciplinary proceedings, employment tribunal proceedings or other legal proceedings in relation to any Temporary's performance or conduct.

#### 11. Overdue Monies:

Should payment of monies remain overdue (whether in full or part) for more than 7 days over the due date then The Care 24/7 Healthcare Limited reserves the right to charge the client interest on all debts at the rate of 1.5% per month or part of a month together with the costs (if any) of instructing solicitors to effect recovery.

#### 12. Termination of an Assignment:

12.1 The Client may terminate the Assignment by giving The Care 24/7 Healthcare Limited 7 day's written notice.

12.2 Notwithstanding the provisions of clause 12.1, the Client may terminate the Assignment forthwith by notice in writing to The Care 24/7 Healthcare Limited where: The Temporary is in wilful or persistent breach of his obligations;

The Client reasonably believes that the Temporary has not observed any condition of confidentiality applicable to the Temporary from time to time; or

12.3 Care 24/7 Healthcare Limited may terminate an Assignment forthwith by notice in writing: If the Client is in wilful or persistent breach of its obligations under these Terms; or If the Client becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of solvent reconstruction or amalgamation).

13. Miscellaneous:

13.1 The waiver, express or implied, by either party of any right under this Agreement or any failure to perform or breach by the other shall not constitute or be deemed a waiver of any other right under this Agreement or of the same right on another occasion.

13.2 Except as otherwise expressly stated herein, nothing in this Agreement confers any rights on any person (other than the parties hereto) pursuant to the Contracts (Rights of Third Parties) Act 1999.

13.3 Care 24/7 Healthcare Limited shall have no liability for any delay or failure in the performance of its obligations to the Client where this arises from matters outside its reasonable control.

13.4 Nothing in this Agreement shall give rise to an employment relationship between the Temporary and either Care 24/7 Healthcare Limited or the Client.

14. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

By signing these terms, both representatives confirm they are fully authorized to enter into this agreement on behalf of their respective companies.

**Client Representative:**

**Name:**

**Date:**

**Position:**

**Signature:**

**Care 24/7 Healthcare Limited Representative:**

Name:

Date:

Position:

Signature: