

Spring Raise Ltd Staff Terms and Conditions

1. DEFINITIONS AND GENERAL

1.1 In these terms and conditions:

1.1.1 'the contractor' means the limited company engaged by Spring Raise Ltd to provide the services of its employees to the clients of nursing medical professionals..

1.1.2 'you' means our client and 'we', 'us', 'ourselves' Spring Raise Ltd and/or any of our subsidiary or associated companies or any companies within Spring Raise Ltd group of companies, whether or not exists at the time this agreement entered into.

1.1.3 'the parties' means the contractor and ourselves, collectively.

1.1.4 'Assignment' means the services for which the client engages the independent contractor. 1.1.5 'Engage' means to book/or use the services of the independent contractor for the purpose of the assignment and 'engagement' shall have a related meaning.

1.1.6 'Employee' means any officer, representative, employee or staff member of the contractor and use of the singular shall include the plural.

1.2 These terms and conditions constitute a contract for services between the contractor and ourselves and shall govern assignments undertaken by the contractor with any client of ours.

1.3 For the avoidance of doubt, these terms shall not be construed as a contract between us and any employee or other individual supplied by the contractor and any liabilities of an employer shall be those of the contractor alone.

1.4 The contractor shall be deemed to have accepted these terms and conditions by virtue of the acceptance of any Assignment irrespective of whether or not the declaration at the end of these terms has been completed.

1.5 In our dealings with the contractor we act as an employment business.

1.6 The headings contained herein are included for convenience only and shall not affect the interpretation of the contents hereof in any way.

1.7 No variation or alteration to these terms and conditions shall be valid unless approved by a Managing Director of our company, in writing.

1.8 These terms and conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

1.9 These terms and conditions shall prevail over any other terms and conditions the contractor may proffer.

2. OUR OBLIGATIONS TO THE CONTRACTOR

2.1 We shall endeavour to seek assignments and placements for the contractor that are relevant to the contractor's skills and qualifications and of the type of work the contractor indicated on the application form that it wishes to supply employees to do. We shall determine, in our sole and absolute discretion, the contractor's suitability for any Assignment. We make no representation, however, that we will find any suitable assignments. The contractor appreciates that there may be periods when no work may be available. We are not obliged to offer the contractor work and we shall incur no liability for not doing so. No contract shall exist between the parties between assignments.

2.2 The contractor will be paid weekly in arrears directly into its bank account for the previous one week. If we receive the contractor's timesheet late, payment may be delayed.

2.3 We will pay the contractor for the hours that its employee works irrespective of whether or not we recover any payment from our client for their work. Payment is subject to any deductions that we are obliged by law to make in the circumstances. The contractor, however, shall be responsible for any PAYE Income Tax, National Insurance Contributions and any other taxes and deductions payable in respect of its employee.

2.4 The contractor will be paid at the rate of pay agreed for the assignment. This rate will be equivalent or more than the national minimum wage.

2.5 Neither the contractor nor its employee shall approach the client with any complaint or inquiry about the contractor's remuneration. We will do this on your behalf.

2.6 We will confirm the assignment and all the details thereof, including the relevant rate of pay, to the contractor. The booking confirmation, together with these Terms and Conditions and any other written documentation that the contractor may receive from us, records our whole agreement with the contractor. In the event that these terms and conditions conflict with the booking confirmation, these terms and conditions shall prevail.

3. DISCLAIMER OF LIABILITY

3.1 We are not responsible for any personal injury or damage the contractor's employee may suffer whilst on the premises or property of the client, whilst acting on the client's instructions or whilst travelling to or from the property or premises of the client.

3.2 We are not liable for any loss, damage or injury to any party as a result of the negligent acts or omissions of the contractor's employee during an assignment or whilst travelling to and from an assignment. The contractor shall ensure that adequate insurance coverage, including but not limited to employer's liability insurance and public liability insurance, is provided for both the contractor and its employee during an assignment. The insurance cover so provided shall not be less than £5 million unless we have agreed, in writing, that cover of a lesser amount is adequate in the circumstances. The contractor shall make copies of the insurance policies available to us upon our request.

3.3 Notwithstanding the aforesaid, our liability to the contractor for any losses arising from our breach of this agreement or our negligence shall be limited to the fees we owe the contractor at the relevant time. Our liability for death or personal injury arising from our negligence is not limited or excluded.

4. THE CONTRACTOR'S OBLIGATIONS TO US AND TO THE CLIENT

4.1 The contractor is not obliged to accept any assignment that we offer, but if the contractor does so then it agrees to abide by the requirements of these terms and conditions and will take measures to ensure that its employee is aware of and conforms to the requirements of these terms and conditions.

4.2 By accepting an Assignment, the contractor warrants that it and any employee it supplies is willing to work in that position.

5. PERFORMANCE OF THE ASSIGNMENT

5.1 The contractor shall ensure that its employee attends punctually and completes the assignment whether or not a written booking confirmation is received from us.

5.2 The details of the assignment that are confirmed to the contractor may thereafter be changed only in exceptional circumstances and only if the change is recorded in writing and signed by one of our Directors.

5.3 The contractor's employee will co-operate with the client's staff and accept the supervision, control and instruction of any responsible person within their organisation.

5.4 The contractor's employee shall conform to the normal work hours of the client unless we have expressly agreed otherwise with the contractor and we have recorded our agreement in writing.

5.5 The contractor's employee will observe the Health and Safety Policy of the client and take all reasonable steps to safeguard their own safety and the safety of any other person who may be present or affected by their actions.

5.6 The contractor's employee shall not smoke on the client's premises except where it is expressly permitted to do so.

5.7 The contractor's employee shall wear any form of identification that the client requires and display this on their clothing at all times when they are on the client's premises.

5.8 Whilst carrying out the assignment, the contractor's employee will adhere to the terms of any generally accepted Codes of Professional Conduct that apply to the relevant profession such as the administration of drugs and sterile techniques.

5.9 Neither the contractor nor its employee shall engage in any conduct detrimental to our interests or to the interests of the client.

6. CONFIDENTIALITY

6.1 Neither the contractor nor its employee shall disclose to any person other than a person authorised by the client any information that the contractor or its employee may have acquired during or in connection with an assignment that is not already in the public domain. Specifically, but without derogating from the generality of the previous sentence, neither the contractor nor its employee will disclose to any person other than a person authorised by the client any information that may have been acquired during or in connection with an assignment concerning a client's authority, staff or procedures or the identity, medical condition or treatment received by any patient other than any information that is already in the public domain.

6.2 The contractor shall deliver up to the client or to us at the end of each assignment all documents and other materials belonging to the client (and all copies), which are in its possession including documents and other materials created by it or by its employee during the course of the assignment. The client is the sole owner of any work product, including any intellectual property rights thereto, created during the assignment.

7. REQUIRED PERIOD OF NOTICE

7.1 In the event that the contractor wishes to terminate an assignment before its completion, notice shall be given to ourselves as follows:
LENGTH OF ASSIGNMENT REQUIRED NOTICE PERIOD Up to 1 week not less than 24 hours 1-4 weeks 2 clear days 4 weeks-3 months 5 clear days 3-6 months 10 clear days 6 months+ 14 clear days.

7.2 In the event that the contractor becomes aware that its employee is, due to an extraordinary and unforeseen event beyond their control, unable to attend at the assignment, the contractor shall inform us at the earliest possible opportunity. In all other circumstances, the contractor is required to work out the assignment until the required notice period is completed.

7.3 If the contractor abandons an assignment without giving the required notice to us we will hold the contractor responsible for any losses we may suffer as a result.

8. INFORMATION WE REQUIRE

8.1 The contractor is required to produce evidence of its employee's eligibility to work within the United Kingdom. In the event that the circumstances of such employee changes in any manner that might affect their continued eligibility to work in this country, the contractor shall immediately inform us of the details.

8.2 The contractor must furnish us with proof of its employee's identity as well as evidence of their experience, training and qualifications. The contractor agrees that we may request additional information from them and/or from any professional body to which the contractor belongs to determine the contractor's suitability for an Assignment.

9. MISCONDUCT AND/OR TERMINATION

9.1 The contractor shall immediately inform us of any event that has resulted in disciplinary action being taken against the contractor or one of its employees, any allegations of misconduct, the suspension or dismissal for misconduct from any position in which the contractor's employee



was working in their professional capacity. The contractor shall do this regardless of whether or not the contractor considers the allegations to have any significance or substance.

9.2 We, or the client, may alter, cancel or terminate the contractor’s assignment at any time without incurring any liability to the contractor.

10. INSOLVENCY

10.1 The contractor shall immediately inform us (and thereafter confirm the advice in writing) should it become insolvent, call a meeting of creditors, have an Administrative Receiver or an Administrator appointed, enter into liquidation or is dissolved or subject to a petition for winding-up. We may cancel any Assignment and/or this agreement in such circumstances.

11. STATUTORY OBLIGATIONS

11.1 The contractor shall comply with the statutory requirements of VAT legislation, the Companies Act 1985 and all other relevant statutory instruments, and Codes of Practice to which it is subject as an employer, including the Working Time Regulations.

12. EXPENSES

12.1 The contractor is responsible for the cost of the employee’s travel , meals, telephone calls and accommodation and any other business expenses.

12.2 We will reimburse the contractor’s expenses only if we agree to do so in writing and payment for these expenses will be made direct to the contractor and not to the employee.

12.3 Any payment we may make to the contractor in respect of an expense claim that the contractor has presented to us shall be made on the understanding that such amounts are paid as an advance only and that if subsequently the expense claim is not paid by the client for any reason we may reclaim these amounts from the contractor.

13. TIME SHEETS AND INVOICES

13.1 Time spent traveling to and from the client’s premises, lunch breaks and other rest breaks shall not count as part of the working time for purposes of preparing a time sheet.

13.2 At the end of each week of an assignment (or in the case of an assignment of less than one week’s duration, at the end of the assignment) the contractor shall present to the client for signature a time sheet or other written record of the hours its employee has worked during the preceding period. The contractor will thereafter submit the document to us.

13.3 The contractor shall supply, together with the time sheet, an invoice for the amount due from us to the contractor for the hours worked by its employee that week. The invoice shall bear the contractor’s full name, company registration number, registered address of the company and the contractor’s VAT number, where applicable. The invoice should also state whether any VAT is due thereon.

14. HOLIDAY PAY

14.1 The contractor is solely responsible for the holiday pay and leave arrangements of its employees. The contractor is not obliged to accept any Assignment that we may offer and is not entitled to any period of absence or any payment in respect of employee's absence.

15. MISCELLANEOUS

15.1 The contractor shall not be incorporated outside the United Kingdom.

15.2 The contractor may not subcontract to any third party any of the services that it is required to perform under any assignment without our written consent.

15.3 The contractor appreciates that the client may have approved a particular employee of the contractor on the basis of their unique track record, work history or qualification. Accordingly, after the client has approved a particular employee the contractor may not substitute another of its employees without the prior approval of the client (which approval shall be sought solely through our agency) and our written approval, which will not be unreasonably withheld. In all cases, the substituted employee must have the same level of skill and qualification as the first employee approved for the assignment.

15.4 Any notice to us by the contractor or its employee in terms of Regulation 32(9) or 32(10) of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 shall be in writing. If the contractor’s Assignments involve working with minors or vulnerable persons these Regulations will not apply.

15.5 We are not responsible for our failure to fulfil our obligations under this agreement if such failure is caused (directly or indirectly) by circumstances beyond our control.

16. DECLARATION

16.1 The contractor accepts these terms and conditions.

Signature.....Name of person signing.....Date.....

Full name of Limited Company.....