



**Pure Offices
Broadwell Road
Oldbury
West Midlands
B69 4BY**

TERMS OF ENGAGEMENT FOR REGISTERED NURSES

1. DEFINITIONS

1.1. In these Terms of Engagement the following definitions apply:

“Agreed Deductions”	means any deductions the Registered Nurse has agreed can be made from their pay;
“Assignment”	means the period during which the Registered Nurse is supplied by the Employment Business to provide services to the Client;
“Assignment Details”	means the information given to the Registered Nurse concerning work Assignments;
“Client”	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Registered Nurse is supplied or introduced;
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);
“Confidential Information”	shall mean any and all confidential personal, medical, commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs (including but not limited to this Agreement, 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, the Registered Nurse or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;
“Employment Business”	Timeless Resources Limited (registered company no. 7567378) trading as Prudent Health Care Agency of Pure Offices, Broadwell Road, Oldbury, West Midlands, B69 4BY
“Engagement”	means the engagement, employment or use of the Registered Nurse by the Client or by any third party to whom the Registered Nurse has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; or through any other employment business; or through a limited company of which the Registered Nurse is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“Leave Year”	means the period during which the Registered Nurse accrues and may take statutory leave commencing on the date that the Registered Nurse starts an Assignment or a series of Assignments

- “Period of Extended Hire”** means any additional period that the Client wishes the Registered Nurse to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;
- “Registered Nurse”** means the qualified nurse, midwife or other qualified staff currently registered with the Nursing & Midwifery Council who is named at the end of this agreement and supplied by the Employment Business to provide services to the Client;
- “Relevant Period”** means (a) the period of 8 weeks commencing on the day after the last day on which the Registered Nurse worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Registered Nurse worked for the Client 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;
- “Transfer Fee”** means the fee payable by the Client to the Employment Business if the Client wishes to Engage the Registered Nurse, as permitted by Regulation 10 of the Conduct Regulations;
- “Type of Work”** means work as a Health Registered Nurse, providing personal care and support; and
- “Working Time Regulations”** means the Working Time Regulations 1998 (as amended).
- “Working Week”** means an average of 48 hours each week calculated over a 17 week reference period.

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.

2. THE CONTRACT

2.1. These Terms together with any applicable Assignment Details (**“Terms”**) constitute the entire agreement between the Employment Business and the Registered Nurse for the supply of services to the Client and they shall govern all Assignments undertaken by the Registered Nurse. However, no contract shall exist between the Employment Business and the Registered Nurse between Assignments. These Terms shall prevail over any other terms put forward by the Registered Nurse.

2.2. During an Assignment the Registered Nurse will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Registered Nurse is not an employee of the Employment Business although the Employment Business is required to make statutory deductions from the Registered Nurse’s pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Registered Nurse, or the Registered Nurse and the Client. The Registered 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 Registered 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 Registered Nurse and set out in writing and a copy of the varied terms is given to the Registered Nurse 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 Registered Nurse for Assignments with its Clients.

3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

3.1. The Employment Business will endeavour to obtain suitable Assignments for the Registered Nurse performing the agreed Type of Work. The Registered Nurse shall not be obliged to accept any Assignment offered by the Employment Business.

- 3.2. The Registered 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 Registered Nurse should it fail to offer Assignments of the Type of Work or any other work.
- 3.3. At the same time as an Assignment is offered to the Registered Nurse the Employment Business shall provide the Registered Nurse with the Assignment Details setting out the following:
 - 3.3.1. the identity of the Client, 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 Registered Nurse would be required to work;
 - 3.3.4. the Actual Rate of Pay that will be paid and any expenses payable by or to the Registered Nurse;
 - 3.3.5. any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks;
 - 3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment; and
 - 3.3.7. the intervals of payment.
- 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 Registered Nurse is being offered an Assignment in the same position as one in which the Registered Nurse has previously been supplied within the previous 5 business days and such information has already been given to the Registered Nurse; or
 - 3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Registered Nurse before and remains unchanged, the Employment Business needs only to provide confirmation of the identity of the Client 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 working day period, the Employment Business shall provide such information set out in clause 3.3 to the Registered Nurse 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 Registered Nurse on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which the Registered Nurse commences the first Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Client wishes to Engage the Registered Nurse directly, through another employment business or third party, the Registered Nurse acknowledges that the Employment Business will be entitled either to charge the Client a Transfer Fee or to agree a Period of Extended Hire with the Client at the end of which the Registered Nurse may be Engaged directly by the Client, through another employment business or third party without further charge to the Client. In addition the Employment Business will be entitled to charge a Transfer Fee to the Client if the Client introduces the Registered Nurse to a third party who subsequently Engages the Registered Nurse within the Relevant Period.

4. REGISTERED NURSE'S OBLIGATIONS

- 4.1. The Registered Nurse is not obliged to accept any Assignment offered by the Employment Business but if s/he does so, during every Assignment and afterwards where appropriate, s/he will:
 - 4.1.1. adhere to the General Social Care Council Code of Conduct printed at the end of this agreement at all times.
 - 4.1.2. co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any authorised person acting on behalf of the Client;
 - 4.1.3. observe any relevant rules and regulations (including normal hours of work) to which attention has been drawn or which the Registered Nurse might reasonably be expected to ascertain;
 - 4.1.4. 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 Client;
 - 4.1.5. not engage in any conduct detrimental to the interests of the Client;
 - 4.1.6. 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 Client's or the Employment Business' employees, business affairs, transactions or finances;
 - 4.1.7. on completion of the Assignment or at any time when requested by the Client or the Employment Business, return to the Client or where appropriate, to the Employment Business, any Client property

or items provided to the Registered 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 Registered Nurse is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business without delay and at least 2 hours before commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Registered Nurse should alternatively inform the Client and then the Employment Business as soon as possible.
- 4.3. If, either before or during the course of an Assignment, the Registered 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.
- 4.4. The Registered 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 Registered Nurse.

5. TIMESHEETS

- 5.1. 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 Registered 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 Client.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Registered Nurse for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 5.3. Where the Registered 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 Registered Nurse and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Registered Nurse. The Employment Business shall make no payment to the Registered Nurse for hours not worked.
- 5.4. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Registered Nurse's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Registered Nurse's working time for these purposes.

6. REMUNERATION

- 6.1. The Employment Business shall pay to the Registered Nurse remuneration calculated at a minimum hourly rate of £17.00 The actual rate will be in accordance with the 'Schedule of Pay for Registered Nurses' for each hour worked during an assignment to be paid weekly in arrears, subject to deductions in respect of Class 1 National Insurance Contributions and PAYE Income Tax pursuant to S134 of the Income and Corporation Taxes Act 1988 and any other deductions which the Employment Business may be required by law to make and any agreed deductions. The first week's payment will be subject to a deduction of £4.00 to cover the supply of an identity card, Agency badge, checking references and entering details on the payroll system. Each week's payment will be subject to a charge of 95 pence to cover postage, indemnity insurance and payroll processing.
- 6.2. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 and 8 below and any other statutory entitlement, the Registered Nurse is not entitled to receive payment from the Employment Business or the Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

7. STATUTORY ANNUAL LEAVE

- 7.1. The Registered Nurse is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave is 5.6 weeks. Payment in respect of entitlement to paid annual leave shall be weekly in addition to the Registered Nurses hourly rate of pay.
- 7.2. If the statutory minimum entitlement is subsequently decreased or increased then the Registered Nurse's entitlement to paid annual leave under this clause will be automatically decreased or increased to the statutory minimum as it applies to any period in which work is carried out.

- 7.3. Entitlement to payment for leave accrues in proportion to the amount of time worked by the Registered Nurse on Assignment during the Leave Year.
- 7.4. All entitlement to leave must be taken during the course of the Leave Year in which it accrues and none may be carried forward to the next year. The Registered Nurse is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.5. Where a Registered Nurse wishes to take leave during the course of an Assignment s/he should notify the Employment Business of the requested dates s/he wishes to take giving at least 2 weeks notice.. In certain circumstances the Employment Business may require the Registered Nurse to take annual leave at specific times or notify the Registered Nurse of periods when annual leave cannot be taken. Where the Registered Nurse has given notice of a request to take annual leave in accordance with this clause, the Employment Business may give counter-notice to the Registered Nurse to postpone or reduce the amount of leave that the Registered Nurse wishes to take. In such circumstances the Employment Business will inform the Registered Nurse giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.
- 7.6. The amount of payment which the Registered Nurse will receive in respect of annual leave will be calculated in accordance with and paid in proportion to the number of hours which the Registered Nurse has worked on Assignment.
- 7.7. In the course of any Assignment during the first Leave Year, the Registered Nurse is entitled to request leave at the rate of one-twelfth of the Registered Nurse's total holiday entitlement in each month of the leave year.
- 7.8. Where a Bank Holiday or other Public Holiday falls during an Assignment and the Registered Nurse does not work on that day, that day shall count as part of the Registered Nurse's annual leave.

8. SICKNESS ABSENCE

- 8.1. The Registered Nurse may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2. The Registered 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.
- 8.3. 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.
- 8.4. In the event that the Registered Nurse submits a Statement of Fitness for Work ("**the Statement**") or similar medical evidence, which indicates that the Registered Nurse may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Registered 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 may consult with the Client and the Registered Nurse as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5. Where clause 8.4 applies, the Registered Nurse's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Registered Nurse agreeing to a variation of the Terms or the assignment details to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

9. TERMINATION

- 9.1. Any of the Employment Business, the Registered Nurse or the Client may terminate the Registered Nurse's Assignment at any time without prior notice or liability.
- 9.2. The Registered 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 Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Registered Nurse (save for payment for hours worked by the Registered Nurse up to the date of termination of the Assignment).

- 9.3. If the Registered Nurse does not inform the Client or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.2) this will be treated as termination of the Assignment by the Registered Nurse in accordance with clause 9.1, unless the Registered Nurse can show that exceptional circumstances prevented him or her from complying with clause 4.2.
- 9.4. If the Registered Nurse is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Registered Nurse was assigned is no longer available.
- 9.5. If the Registered Nurse does not report to the Employment Business to notify his/her availability for work for a period of 3 weeks, the Employment Business may forward his/her P45 to his/her last known address.

10. INTELLECTUAL PROPERTY RIGHTS

The Registered Nurse acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Client during the Assignment shall belong to the Client. Accordingly the Registered 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.

11. CONFIDENTIALITY

- 11.1. In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Registered Nurse agrees as follows:
 - 11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Client 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 Confidential Information or the trade secrets of the Client or the Employment Business with the exception of information already in the public domain;
 - 11.1.2. to deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in his/her possession including documents and other materials created by him/her during the course of the Assignment; and
 - 11.1.3. 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 Client 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 Client or the Employment Business as appropriate.

12. SEVERABILITY

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.

13. OPT-OUT OF 48 HOUR WORKING WEEK

- 13.1. The Working Time Regulations 1998 provide that the Registered Nurse shall not work on an Assignment with the Client in excess of the Working Week unless she agrees in writing that this limit should not apply.
- 13.2. The Registered Nurse hereby agrees that the Working Week limit shall not apply to any Assignments.
- 13.3. The Registered Nurse may end this Agreement by giving the Employment Business 14 days notice in writing.
- 13.4. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Registered Nurse of an Assignment with a Client.
- 13.5. Upon the expiry of the notice period set out in clause 13.3 the Working Week limit shall apply with immediate effect.

14. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered in person 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. 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 facsimile transmission, when that facsimile is sent.

15. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of *England & Wales* and are subject to the exclusive jurisdiction of the Courts of *England & Wales*

Registered Nurses Name

Registered Nurses Signature

Date: _____