



Terms of Engagement

Vitality Healthcare Services Ltd: Terms of Engagement of Limited Company Contractors to Supply Workers to Clients

1. Definitions

- 1.1 In these terms of engagement the following definitions apply:-
"the Assignment" means the job required to be undertaken by the Contractor to provide services to the Client.
"the Client" means the person, firm or company requiring the services of the Contractor.
"Contractor" means the company to whom these terms of engagement are addressed, engaged by the Employment Business to provide the services of its employees, officers or representatives to the Client.
"Employment Business" means Vitality Healthcare Services Limited whose registered office is at 56 Lenthall Avenue Grays, Essex RM17 5AT.
"the Assignment Letter" means the letter from the Employment Business to the Contractor setting out the specific details of the Assignment.
"Type of Work" means Medical and Care.
"Hourly Rate" means the rate the temporary worker will be paid. This will be at least the statutory minimum pay rate applicable to the appropriate age of the temporary worker. This rate may alter from time to time due to legislation.
- 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 All notices to be served under this contract shall be served by first class pre-paid post, facsimile message, e-mail or internet at the registered office or principal trading address of the intended recipient. Notices shall be deemed served when they would ordinarily have been received in normal business hours according to the means of transmission of such notices. These terms are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.
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2. The Contract

- 2.1 These terms constitute the contract for services between the Employment Business and the Contractor and govern Assignments undertaken by the Contractor with the Client.
- 2.2 No variation or alteration to these terms shall be valid unless approved in writing by a Director of the Employment Business.
- 2.3 The Contractor confirms that all personal information supplied to the Employment Business, including, but not limited to, details of identity, career information, professional and academic qualifications, criminal record and eligibility to work in the UK is correct, and undertakes to inform the Employment Business without delay of any relevant changes to such information or any additional information that may affect any Assignment (and/or his suitability to continue in it) as appropriate.

3. Assignments

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Contractor performing the agreed type of work. Failure by the Employment Business not to obtain a suitable assignment shall not give rise to any liability on the part of the Employment Business. The Contractor recognises that there may be periods between Assignments when no work is available.
- 3.2 The Contractor shall not be obliged to accept an Assignment offered by the Employment Business.
- 3.3 Upon acceptance by the Contractor of an Assignment, the Employment Business shall supply the Contractor with an Assignment Letter specifying the duration of the Assignment, the identity of the Client, the hourly rate payable by the Employment Business, any pre agreed expenses and any other relevant information. The Employment Business agrees to make a weekly deduction of £9.95 to cover the ongoing costs of mandatory training, immunisation (fitness to work certificates), DBS and hygiene equipment on the contractor's behalf, and the Contractor consents to such deduction from any weekly fees paid to the Contractor. The Employment Business shall refund to the Contractor the amount of any deduction made in respect of any period during which the Contractor had notified the Employment Business that it did not wish for any such deductions to be made. Full insurance is provided at no cost.
- 3.4 The Contractor has the right to refuse to carry out work, if it believes the manner in which it is being requested to undertake the work to be unsafe, without fear of unwarranted disciplinary action being taken against the Contractor.
- 3.5 The Contractor agrees that, if the Client wishes to employ the Contractor on a permanent basis (or where the Contractor is introduced to a third party), the Employment Business is entitled to charge a fee to the Client or offer the Client an extended period of hire for services of the Contractor.

4. Fees

- 4.1 The Contractor shall receive payment from the Employment Business for an Assignment at the rate specified in the Assignment Letter for each hour worked by the Contractor, plus VAT where appropriate, less deductions for payments agreed to be made for the Assignment, insurance where applicable and any other deductions agreed between the parties or as set out in the Assignment Letter.
- 4.2 The Contractor shall be responsible for any PAYE Income Tax and National Insurance contributions and any other taxes and deductions payable in respect of its Workers for any Assignment.
- 4.3 Subject to compliance by the Contractor with clause 7, all payments will be made to the Contractor one week in arrears.
- 4.4 The Contractor is not entitled to receive payment from the Employment Business or the Client for time not spent on Assignments, whether in respect of travelling to the Client's premises, lunch breaks, rest breaks, holiday, illness or absence or for any other reason, unless otherwise agreed.
- 4.5 The Employment Business shall pay the Contractor whether or not the Employment Business receives payment from the Client in respect of such work.

5. Liability

- 5.1 The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its Workers during an Assignment.
- 5.2 The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance (where appropriate) and any other suitable policies of insurance in respect of its Workers during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

6. Contractor's Obligations

- The Contractor agrees on its own part and on behalf of its Workers as follows:-
- 6.1 not to engage in any conduct detrimental to the interests of the Employment Business or the Client, which includes any conduct tending to bring the Employment Business or the Client into disrepute or which results in the loss of custom or business;

- 6.2 to be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Employment Business or the Client;
- 6.3 to take all reasonable steps to safeguard its own safety and the safety of any other person who may be affected by its actions on the Assignment and to comply with the Client's health & safety policies;
- 6.4 to comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its Workers or generally, including but not limited to the Working Time Regulations 1998, the Conduct Regulations, the Companies Act 1985, the identification and compliance requirements of the Asylum and Immigration Act 1996 (as amended) and legislation relating to VAT and payment of Workers;
- 6.5 to comply with any rules or obligations in force at the Client's premises to the extent that they are reasonably applicable;
- 6.6 to co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom the Contractor is required to report and comply with all reasonable and lawful instructions given by the Client;
- 6.7 to furnish the Employment Business with any progress reports as may be requested from time to time; and
- 6.8 to notify the Employment Business in writing as soon as possible after it has become insolvent, dissolved or subject to a winding up petition.

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 one week or less, or the Assignment is completed before the end of a week, the Contractor shall deliver to the Employment Business a duly completed timesheet, indicating the number of hours worked by the Contractor during the preceding week, signed by an authorised representative of the Client. Such timesheets must be received by the Employment Business no later than 2.00pm on Monday following the week to which they relate. The timesheet must be accompanied by an invoice from the Contractor for the amount due from the Employment Business to the Contractor for the hours worked in that week. Such invoice shall bear the Contractor's name, company registration number, date, VAT registration number, and should state any VAT due on the invoice. Failure to submit a timesheet for hours worked may delay payment in respect of those hours.
- 7.2 The Employment Business shall make no payment to the Contractor for hours not worked by the Contractor Staff.

8. Confidentiality and Intellectual Property

- 8.1 The Contractor agrees on its own part and on behalf of its Workers not at any time disclose to any person, nor use for its own or any other person's benefit, any information in relation to the Client's or the Employment Business's employees, business affairs, transactions or finances.
- 8.2 Upon termination of each Assignment (or at any time during the relevant Assignment on request), the Contractor shall deliver to the Client or the Employment Business (as appropriate) all books, documents, papers, materials and other property in whatever form belonging to or relating to the business of the Client or the Employment Business (as appropriate) which may then be in its possession or under its control.
- 8.3 All intellectual property rights that are created pursuant to these terms shall, immediately upon creation, become the property of the Employment Business and all moral or other rights that may exist in such material shall be waived.

9. Termination

- 9.1 An Assignment may be terminated by the Employment Business or the Contractor giving to the other party the period of notice specified in the Assignment Letter.
- 9.2 Notwithstanding sub-clauses 9.1 and 9.6 of these terms, where required by the Client, the Employment Business may without notice and without liability instruct the Contractor to cease work on an assignment at any time, where for any reason the Contractor proves unsatisfactory to the Client.
- 9.3 Notwithstanding sub-clauses 9.1 and 9.6 of these terms, the Employment Business may without notice and without liability terminate the Assignment should the Contractor become insolvent, dissolved or subject to a winding up petition.
- 9.4 Failure by the Contractor to give notice of termination as required in the Assignment Letter shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Contractor for any resulting loss suffered by the Employment Business.
- 9.5 If any Worker is unable for any reason to work on an Assignment the Contractor should inform the Employment Business by no later than 7.00am on the first day of absence to enable alternative arrangements to be made.
- 9.6 The Contractor acknowledges that the continuation of an Assignment is subject to 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 and without liability to the Contractor.

Vitality Healthcare Services Ltd: Terms of Engagement of PAYE Temporary Workers (Contract for

Services) 1. Definitions

- 1.1 In these terms of engagement the following definitions apply:-
"the Client" means the person, firm or company requiring the services of the Temporary Worker.
"the Assignment" means the job required to be undertaken by the Temporary Worker to provide services to the Client.
"the Employment Business" means Vitality Healthcare Services Ltd, whose registered office is at 56 Lenthall Avenue Grays, Essex RM17 5AT.
"the Temporary Worker" means the temporary worker to whom these terms of engagement are addressed.
"the Assignment Letter" means the letter from the Employment Business to the Temporary Worker setting out the specific details of the Assignment.
"Type of Work" means Medical and Care.
"Hourly Rate" means the rate the temporary worker will be paid. This will be at least the statutory minimum pay rate applicable to the appropriate age of the temporary worker. This rate may alter from time to time due to legislation.
- 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 All notices to be served under this contract shall be served by first class pre-paid post, facsimile message, e-mail or internet at the registered office or principal trading address of the intended recipient. Notices shall be deemed served when they would ordinarily have been received in normal business hours according to the means of transmission of such notices.
- 1.5 These terms are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.

2. The Contract

- 2.1 These terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. The Temporary Worker will be self-employed. No contract shall exist between the Employment Business and the Temporary Worker between Assignments.
- 2.2 No variation or alteration of these terms shall be valid unless approved in writing between the Employment Business (and signed by a company director) and the Temporary Worker. Any variation in these terms will be submitted to the Temporary Worker in writing within 5 working days of the date of the agreement to vary these terms.
- 2.3 The Temporary Worker confirms that all personal information supplied to the Employment Business, including, but not limited to, details of identity, career information, professional and academic qualifications, criminal record and eligibility to work in the UK is correct, and undertakes to inform the Employment Business without delay of any relevant changes to such information or any additional information that may affect any Assignment (and/or his suitability to continue in it) as appropriate.
- 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 Temporary Worker for Assignments with its Clients

3. Assignments

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker performing the agreed Type of Work. The Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business..
- 3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be times when no suitable work is available for the Temporary Worker. The Temporary Worker agrees that suitability shall be determined solely by the Employment Business taking into account all relevant factors, including personal information supplied by the Temporary Worker and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer Assignments to the Temporary Worker.
- 3.3 The Employment Business shall incur no liability to the Temporary Worker (save in respect of remuneration for hours already worked) if it fails to offer an Assignment; or terminates an Assignment with or without notice for any reason whatsoever regardless of any previous notification to the Temporary Worker regarding the duration or likely duration of the relevant Assignment.
- 3.4 The Temporary Worker agrees that, if the Client wishes to employ the Temporary Worker on a permanent basis (or where the Temporary Worker is introduced to a third party), the Employment Business is entitled to charge a fee to the Client or offer the Client an extended period of hire for services of the Temporary Worker.

4. Remuneration

- 4.1 The Employment Business shall pay to the Temporary Worker remuneration for each hour worked. The actual rate will be at the rate specified in the Assignment Letter, to be paid one week in arrears, subject to deductions in respect of PAYE, National Insurance contributions and Income Tax pursuant to sections 44-47 of the Income (Earnings and Pensions) Taxes Act 2003.
- 4.2 The Employment Business shall pay the Temporary Worker whether or not the Employment Business receives payment from the Client in respect of such work.
- 4.3 The Employment Business may make any other deductions, including in respect of specific legislation governing the tax treatment of Temporary Workers assigned by employment businesses, a levy for transportation costs, any sums owed from time to time by the Temporary Worker to the Employment Business, any overpayment by the Employment Business to the Temporary Worker, the recovery of any costs incurred by the Employment Business as a result of a breach of this agreement by the Temporary Worker. The Temporary Worker consents to the Employment Business making a weekly deduction of £9.95 to cover the ongoing costs of mandatory training, immunisation (fitness to work certificates), DBS and hygiene equipment and the Temporary Worker consents to such deduction from any payments made to the Temporary Worker by the Employment Business.
- 4.3.1 The Temporary Worker can withdraw from the weekly deduction in clause 4.3 above by giving 5 business days' notice in writing to the Employment Business. The Employment Business shall refund to the Temporary Worker the amount of any deduction made in respect of any period during which the Temporary Worker had notified the Employment Business that it did not wish for any such deductions to be made.
- 4.4 Subject to any statutory entitlement and as set out in these terms, the Temporary Worker is not entitled to receive payment from the Employment Business or the Client for time not spent on Assignments, whether in respect of travelling to the Client's premises, lunch breaks, rest breaks, holiday, illness or absence or for any other reason, unless otherwise agreed.

5. Statutory Leave

- 5.1 For the purposes of calculating entitlement to leave, the leave year commences on 1st October and ends on 30th September.
- 5.2 Under the Working Time Regulations 1998, as amended, the Temporary Worker is entitled to 28 days paid leave per leave year. This will be paid at the Temporary Worker's basic rate.
- 5.3 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on an Assignment during the leave year.
- 5.4 Where the Temporary Worker wishes to take any leave to which he is entitled, he should notify the Employment Business in writing of the dates of his intended absence. The amount of notice which the Temporary Worker is required to give should be at least twice the length of the period of leave that he wishes to take. Unless the Employment Business informs the Temporary Worker in writing that it is not possible for him to take leave on the specified dates, the Temporary Worker shall be entitled to take up his notified leave entitlement.
- 5.5 Any bank and public holidays taken will count as part of the Temporary Worker's holiday entitlement and his holiday entitlement will be reduced accordingly. For the avoidance of doubt the Temporary Worker will receive no further payment in respect of bank or public holidays taken as holidays.
- 5.6 The Temporary worker may not be entitled to carry forward any statutory leave to the following year.

6. Timesheets

- 6.1 At the end of each week of an Assignment, or at the end of the Assignment where it is for a period of one week or less, or the Assignment is completed before the end of a week, the Temporary Worker shall deliver to the Employment Business a duly completed timesheet, indicating the number of hours worked by him during the preceding week, having had the timesheet signed by an authorised representative of the Client. Such timesheets must be received by the Employment Business no later than 2.00pm on Monday following the week to which they relate. Failure to submit a timesheet for hours worked may delay payment of wages in respect of those hours.
- 6.2 For the avoidance of doubt and for the purpose of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which he is carrying out his activities or duties for the Employment Business 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 Temporary Worker's working time for these purposes.

7. Conduct of Assignments

- 7.1 The Temporary Worker is not obliged to accept any Assignments offered by the Employment Business, but if he does so, during every Assignment and afterwards where appropriate, he will:-
- 7.1.1 cooperate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation;
 - 7.1.2 observe such of the Client's relevant rules, regulations and procedures to which his attention has been drawn or which he might reasonably be expected to ascertain and to sign any relevant documentation required by the Client;
 - 7.1.3 unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment;
 - 7.1.4 take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the Assignment and to comply with the Client's health & safety policies;
 - 7.1.5 not engage in any conduct detrimental to the interests of the Client; and
 - 7.1.6 not at any time divulge to any person, nor use for his 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.
- 7.2 If the Temporary Worker is unable for any reason to attend work during an Assignment he should inform the Client or the Employment Business by no later than 07.00 on the first day of absence to enable alternative arrangements to be made.
- 7.3 The Temporary Worker has the right to refuse to carry out work, if he believes the manner in which he is being requested to undertake the work to be unsafe without fear of unwarranted disciplinary action being taken against him.

8. Termination

- 8.1 The Employment Business or the Client may, by written notice to the Temporary Worker, terminate an Assignment at any time.
- 8.2 If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period of six weeks, the Employment Business will assume that the Temporary Worker no longer wishes to provide his services to the Employment Business and the Employment Business will forward his P45 to his last known address.
- 8.3 The Temporary Worker may terminate an Assignment at any time immediately by informing the Employment Business.

9. Confidentiality and Intellectual Property

- 9.1 The Temporary Worker will not at any time disclose to any person, nor use for his own or any other person's benefit, any information in relation to the Client's or the Employment Business's employees, business affairs, transactions or finances.
- 9.2 Upon termination of each Assignment (or at any time during the relevant Assignment on request), the Temporary Worker shall deliver to the Client or the Employment Business (as appropriate) all books, documents, papers, materials and other property in whatever form belonging to or relating to the business of the Client or the Employment Business (as appropriate) which may then be in his possession or under his control.
- 9.3 All intellectual property rights that are created pursuant to these terms shall, immediately upon creation, become the property of the Employment Business and all moral or other rights that may exist in such material shall be waived.