

## Mayday Healthcare Plc: 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 Mayday Healthcare Plc, whose registered office is at Hygeia, 66-68 College Road, Harrow, Middx HA1 1BE.  
"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.
- 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 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 training, immunisation, uniform, CRB deduction and hygiene equipment services of nine pounds and ninety five pence on the contractors behalf and the contractor consents to such a deduction from any weekly fee paid to the contractor. Full insurance is provided at no extra cost. 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.