



Statement of Purpose for Christchurch Care Employment Business

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www.christchurchcare.co.uk
Company Number: 8761538

Aims and Objectives

Christchurch Care endeavours to provide care and support of optimum standard. We aim to treat all staff, hirers and service users equally. Staff are paid fairly, with opportunities for training and continuous professional development. We are committed to expanding our services, including submitting registration to provide domiciliary services and other facets of the business.

Employment Business

Christchurch Care provides health support workers and nurses, to a variety of establishments including healthcare trusts, private hospitals, care homes, specialist care homes, industrial establishments, GP practices and dental practices. Maintenance services, catering services and domestic services can also be found on our website.

Our Nurses and Health Support Staff

Christchurch Care supply Health Support Workers, many of whom have achieved level 2 and 3 diploma in social care. Our Registered Nurses are qualified (RN 1 – 7), to work in a variety of settings, including local hospitals / NHS Trusts, Specialist units, Specialist NHS units, care homes, schools and supported living establishments.

Concerns and Complaints

Christchurch Care strives to ensure you are happy with the service you receive from us. However, there may be times when you feel unhappy about your experiences with Christchurch Care. We value all our clients and staff, and welcome feedback without prejudice.

- In the event of a concern, please contact a member of the administration team at Christchurch Care office, either by telephone, email or letter.
- A senior member of staff will investigate your concern.
- If the concern involves a member of staff, they will be invited to an interview, in order to discuss the concern.
- Christchurch Care will let you know the outcome of the investigation and any steps we are going to take in order to address your concern.
- We will respond to all written complaints, in writing, within 7 working days. A record of your concern is kept on file in the Christchurch Office.
- Any evidence of misconduct by a registered nurse will be reported to the Nursing and Midwifery Council.
- If you dissatisfied by the way your concern has been addressed you can contact: Carolyn Jolliffe, Managing Director, Christchurch Care

TERMS AND CONDITIONS FOR THE SUPPLY OF TEMPORARY WORKERS

1 DEFINITIONS

Agency Worker	means the individual who is introduced by the Employment business to provide services to the hirer;
Agency Worker Regulations Assignment	means the agency Workers Regulation 2010; means the services to be performed by the Agency Worker for the Hirer for a period of time during which the Agency Worker is supplied by the Employment Business to work temporarily for and under the supervision and direction of the Hirer;
Assignment Details Form	means written confirmation of the assignment details agreed with the Hirer prior to commencement of the assignment;
AWR Claim	means any complaint of claim to a tribunal or court made by or on behalf of the Agency Worker against the Hirer and / or the Employment Business for any breach of the Agency Workers Regulations;
Calendar Week	means any period of seven days starting with same day as the first day of the first assignment;
Charges	means the hourly charges of the Employment Business calculated in accordance with clause 6 and as may be varied from time to time in accordance with these Terms;
Client	means the person, firm or corporate body together with any subsidiary or associated company as defined by the relevant Companies Act or other prevailing legislation requiring the services of the Agency Worker;
Comparable Employee	means as defined in Schedule 1 to these Terms;
Conduct Regulations	means the Conduct of employment Agencies and Employment Businesses Regulations 2003;
Confidential Information	means all confidential commercial, financial, marketing, technical or other information or data relating to the Hirer or Employment Business (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, trade secrets and other information concerning the assignment) in any form whether disclosed or granted access to, in writing, verbally or by any other means, provide to the Agency Worker or any third party in relation to the assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these terms together with any reproduction of such information in any form or medium or any part(s) of such information;
Control	means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership or (b) the power to direct or cause the direction of the affairs and / or general management of the company, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and “Controls” and “Controlled” will be construed accordingly;
Data Protection Laws	means the General Data Protection Regulation 2018, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relation to the protection and transfer of personal data;
Employment Business	means Christchurch Care Ltd, Registered Company Number: 8761538

Engagement	means any employment or use of the Agency Worker, directly or indirectly, 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.
First Assignment	<ul style="list-style-type: none"> (a) the relevant Assignment or (b) if, prior to the relevant Assignment: <ul style="list-style-type: none"> (1) the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and (2) the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hire
Hirer	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body to whom the Agency Worker is introduced;
Hirer's Group	means (a) any individual, company, partnership, statutory body or other entity which from time to time controls the Hirer, including (but not limited to) as a holding company, as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
Introduction	means the Hirer's interview of an Agency Worker in person or by telephone, following the Hirer's instructions to the Employment Business to search for an Agency Worker ;or the passing to the Hirer of a curriculum vitae or other information which identifies the Agency Worker and which leads to an Engagement of the Agency worker by the Hirer;
Losses	means all losses, liabilities, damages, costs, expenses, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
Period of Extended Hire	means any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original assignment or series of Assignments as an alternative to paying a Transfer fee;

Qualifying Period	means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role and as further defined in Schedule 1 to these Terms;
Relevant Period	means (a) the period of 8 weeks commencing on the day after the last day on which the Agency worker worked for the Hirer having been supplied by the Employment Business or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer, Having been supplied by the 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;
Relevant Terms and Conditions	<p>means terms and conditions relation to:</p> <ol style="list-style-type: none"> 1 pay 2 the duration of working time 3 night work 4 rest periods 5 rest breaks 6 annual leave <p>which are ordinarily include in the contracts of employees or of the Hirer whether by collective agreement or otherwise and including such terms and conditions that have become contractual by virtue of custom and practice, including copies or all relevant documentation;</p>
Remuneration	includes gross base annual salary or fees, guaranteed and / or anticipated bonus earning, allowances, inducement payments and all other taxable emoluments payable to or receivable by the Agency Worker applicant for services rendered to or on behalf to the Hirer or any third party;
Social Care Inspectorate	means The Care Quality Commission;
Temporary Work Agency	means as defined in Schedule 1 to these Terms;
Terms	means these terms of business (including the attached schedules) together with any applicable Assignment Details form;
Transfer Fee	means the fee payable as set out in clause 8 of these Terms and Regulation 10 of the Conduct Regulations;
Vulnerable Person	means any person who by reason of age, infirmity, illness, disability or any other circumstance which renders person in need of care or attention, and includes any person under the age of eighteen;
Working Time Regulations	means the Working Time Regulations 1998.

2 THE CONTRACT

2.1. Our terms of business and our assignment detail form / confirmation email, form the contract between the Hirer and the Employment Business (Christchurch Care Ltd) for the provision of a Temporary Worker's service to the Hirer. This applies to all Assignments.

2.2 Our Terms of Business are deemed to be accepted by the Hirer by virtue of the Hirer's request for details on a Temporary Worker or the engagement of a Temporary Worker, who has been introduced to the Hirer by the Employment Business, namely Christchurch Care Ltd.

2.3 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by the Director of the Employment Business, these terms prevail over any terms of business or purchase conditions put forward by the Hirer.

2.4 Any variation / deviation to this contract must be approved in writing by the Directors of the Employment Business, namely Christchurch Care Ltd.

2.5 Christchurch Care Ltd acts as an employment business (Section 13 of the Employment Agencies Act 1973) of the Employment Agencies Act 1973, when introducing Agency Workers for Assignment with the Hirer.

3 HIRER OBLIGATIONS

3.1 The Hirer undertakes to provide the Employment Business with the following information:

- 3.1.1 Details of the position which the Hirer seeks to fill
- 3.1.2 Location of premises where the Agency Worker will work.
- 3.1.3 The expected hours of work and the date the Hirer requires the Agency Worker to carry out the Assignment.
- 3.1.4 The duration or likely duration of the Assignment.
- 3.1.5 The type of work the Agency Worker is expected to undertake.
- 3.1.6 The expected experience and qualifications of the Agency Worker
- 3.1.7 Details of any authorisation which the Hirer deems necessary or which are a legal requirement, for the Agency Worker to possess, in order to carry out their duties.
- 3.1.8 Details of any membership of any professional body. Eg confirmation that NMC details have been verified for all Registered Nurses.
- 3.1.9 Risks to Health and Safety known to the Hirer, and what steps the Hirer has taken to prevent or control such risks.

3.2 The Hirer will comply with its obligations under Regulations 12 (Rights of Agency Workers in relation to access to collective facilities and amenities) and 13 (Rights of Agency Workers in relation to access to employment) of the Agency Workers Regulations.

3.3 The Hirer will assist the Employment Business in complying with its duties under the Working Time Regulations by supplying all relevant information about the Assignment requested. The Hirer will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. If the Hirer requires the services of an Agency Worker for more than 48 hours in any week during the course of an Assignment, the Hirer must notify the Employment Business prior to commencement of the Assignment.

3.4 The Employment Business is required to fulfil its obligations under the Agency Workers Regulations. In order to meet these obligations the Hirer must undertake to provide the following information at the commencement of each Assignment and at any time the Employment Business requests:

- 3.4.1. Inform the Employment Business of any work undertaken since 1 October 2011, by the relevant Agency Worker in a same or similar role with the Hirer via any third party prior to the date of commencement of the Relevant Assignment and or during the Relevant Assignment which count or may count towards the Qualifying Period.
- 3.4.2 If, since 1 October 2011, the Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the Relevant Assignment and or works in the same or a similar role with the Hirer via any third party during the Relevant Assignment, to provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the periods during which such work was undertaken and any other details requested by the Employment Business.
- 3.4.3. to inform the Employment Business if, since 1 October 2011, the Agency Worker has, prior to the date of commencement of the Relevant Assignment and or during the Relevant Assignment:
 - 3.4.3.1. completed two or more Assignments with the Hirer
 - 3.4.3.2 completed at least one Assignment with the Hirer and one or more earlier Assignments with any member of the Hirer's group and or:
 - 3.4.3.3. worked in more than two roles during an Assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.
 - 3.4.4. Where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:
 - 3.4.4.1 provide the Employment Business with written details of the basic working and employment conditions the Agency Worker would be entitled to for carrying out the same job if the Agency Worker had been recruited directly by the Hirer as an employee or worker at the time the Qualifying Period commenced or with those of a comparable employee, such basic working and employment conditions being the relevant terms and conditions.
 - 3.4.4.2 inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetically directly recruited employee or worker, or those of a Comparable Employee.
 - 3.4.4.3 if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Hirer considers that the relevant individual is a Comparable Employee.
 - 3.4.4.4 inform the Employment Business in writing of any variations in the Relevant Terms and Conditions made at any time during the Relevant Assignment after the Qualifying Period commenced.
- 3.4.5. Where the Agency Worker will not complete the Qualifying Period during the terms of the Assignment, the Hirer will provide the Employment Business with written details of its pay and benefits, organisational structures, supervision and appraisal processes with any variations of the same.

3.5 For the purpose of awarding any bonus to which the Agency Worker may be entitled under the Agency Workers Regulations, the Hirer will:

- 3.5.1 Integrate the Agency Worker into the company's relevant performance appraisal system
- 3.5.2 assess the Agency Worker's performance

3.5.3 provide the Employment Business with copies of documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus

3.5.4. Provide the Employment Business with all assistance the Employment Business may request in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.

3.6. The Hirer will comply with all the Employment Business' requests for information and any other requirements to enable the Employment Business to comply with the Agency Workers Regulations.

3.7. The hirer ensures that:

3.7.1 all information and documentation supplied to the Employment Business in accordance with clauses 3.4, 3.5, and 3.6 is complete, accurate and up to date.

3.7.2 the Hirer will, during the time of the Relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.4, 3.5 and 3.6

3.8 Without prejudice to clauses 14.7 and 14.8, the hirer will inform the Employment Business in writing of any:

3.8.1 verbal or written complaint the Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the Agency Workers Regulations

3.8.2. written request for information relating to the Relevant Terms and Conditions that the Hirer receives from the Agency Worker, as soon as practical but no later than seven calendar days from the day on which any such verbal complaint is made or written complaint or request is received by the Hirer. The Hirer will supply information and assistance as the Employment Business requests and within the time frame requested by the Employment Business, in order to resolve any complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Hirer's receipt of a request. This is in line with Regulation 16 of the Agency Workers Regulations. The hirer will provide the Employment Business with a copy of any written statements.

3.9 The hirer agrees that it knows of no reason as to why it would be detrimental for the agency worker, to carry out the assignment.

4 INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE HIRER

4.1 The Employment Business will provide the following information, when intruding an Agency Worker to the Hirer:

4.1.1 Identity of the Agency Worker.

4.1.2. The experience, training, qualifications and professional body authorisation of the Agency Worker.

4.1.3 The Agency Worker has accepted the Assignment

4.1.4 The charges

4.2 Information set out in clause 3.1 will be provided by email, where reasonably possible, before commencement of the Assignment. If it has not been possible, the information will be confirmed by the end of the third business day (excluding Saturday, Sunday and public holidays) following the Assignment. This does not apply if the Agency Worker has previously worked for the Hirer in the same role during the last 5 business days, or the information has previously been made available to the Hirer. The Hirer may re- request the information.

5 TIMESHEETS

5.1. The Agency Worker's time sheet must be signed by the Hirer or a representative of the Hirer at the end of every shift or at the end of every week, if the Assignment is for more than one shift.

5.2. The Hirer signature is confirmation of the number of hours worked. If the Hirer is unable to sign a timesheet produced for authentication by the Agency Worker (because the Hirer disputes the hours claimed) the Hirer will inform the Employment Business. This will enable the Employment Business to establish what hours, if any, were worked by the Agency Worker. **Failure to sign the timesheet does not absolve the Hirer of its obligation to pay the charges in respect to the hours worked by the Agency Worker.**

5.3 The Hirer is not entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Agency Worker. In the event that the Hirer is dissatisfied with the Agency Worker, provisions in clause 10.1 will apply.

6 CHARGES

6.1 Charges are calculated according to the number of hours worked by the Agency Worker, to the nearest quarter of an hour. The Hirer agrees to pay the charges as notified to and agreed with the Hirer.

Charges are based on the following:

6.1.1 the Agency Workers hourly rate of pay

6.1.2 an amount equal to any paid holiday leave, to which the Agency Worker is entitled under the Working Time Regulations and where applicable, the Agency Workers Regulations and which is accrued during the course of an Assignment.

6.1.3 Any other benefits to which the Agency Worker is entitled to under the Agency Workers Regulations.

6.1.4. employer's national insurance contributions

6.1.5 any travel, hotel or other expenses as agreed with the Hirer or if no such agreement exists: expenses as are reasonable.

6.1.6 The Employment Business' commission, which is calculated as a percentage of the Agency Worker's hourly rate.

6.2 The Employment Business reserves the right to vary the charges agreed with the Hirer by giving written notice to the Hirer:

5.2.1 In order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations.

5.2.2. if there is variation in the Relevant Terms and Conditions.

6.3 The charges are invoiced to the Hirer on a weekly basis and are payable within SEVEN days.

6.4 The hirer will pay the Employment Business an amount equal to any bonus that the hirer awards to the Agency Worker, as set out in clause 3.5, immediately following the award. The Employment Business will pay the bonus to the Agency Worker. Any such bonus is in addition to the Employment Business charges. The Hirer will be responsible for payment of the Agency Workers national insurance contributions and the Employment Business' commission on the bonus. This will be calculated using the percentage set out in clause 6.6.

6.5 The Employment Business reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998, on invoiced amounts unpaid by the due date. This will be at a rate of 1 % of each invoice total for every week, from the due date until the date of the payment. In addition, the hirer will be responsible for any for any legal or administration costs, incurred by the Employment Business whilst attempting to recover outstanding payments.

6.6. Employment Business charges are non refundable

6.7 Under this clause 6, the hirer's obligations will be performed without any right of the hirer to invoke off set, deductions, withholdings or other similar rights.

7 PAYMENT OF THE AGENCY WORKER

Responsibility for paying the Agency Worker is assumed by the Employment Business. This includes, where appropriate, responsibility for the deduction and payment of National Insurance contributions and PAYE Income Tax applicable to the Agency Worker pursuant to sections 44-77 of the Income Tax (Earnings and Pensions) Act 2003.

8 TRANSFER FEES

8.1 The Hirer may wish to directly employ an Agency Worker who was introduced to the Hirer by the Employment Business: The Hirer will be liable to pay a Transfer Fee if the Hirer engages an Agency Worker introduced by the Employment Business other than via the Employment business or introduces the Agency Worker to a third party and such introduction results in an engagement of the Agency Worker by the third party.

8.2 This includes where the Agency Worker has been supplied by the Employment Business and such an engagement takes place during the Assignment or where the Agency Worker has not been supplied, such engagement takes place within six months (24 weeks) from the date of the introduction to the Hirer.

8.3 The Transfer Fee is calculated as follows: 12% of the remuneration payable to the Agency Worker during the first twelve months of the engagement.

8.4 If the Hirer wishes to engage the Agency Worker other than via the Employment Business without liability to pay a Transfer Fee, the Hirer may, on giving on week's written notice to the Employment Business, engage the Agency Worker for the Period of Extended Hire.

8.5 Throughout the Period of Extended Hire the Employment Business will supply the Agency Worker on the same terms on which the Agency Worker has been supplied during the Assignment and on terms no less favourable than those terms which applied immediately before the Employment Business received the notice. The Hirer will continue to pay the charges set out in clause 6. If the Employment Business is unable to supply the Agency Worker for any reason outside its control for the whole or any part of the Extended Hire, or the Hirer does not wish to hire the Agency Worker on the same terms as the Assignment, but the Agency Worker remains engaged by the Hirer, the Hirer will pay the Transfer Fee, reduced pro-rata to reflect any charges paid by the Hirer during any part of the Period of Extended Hire worked by the Agency Worker prior to engagement by the Hirer. If the Hirer fails to give notice of its intention to engage the Agency Worker other than via the Employment Business before such engagement commences, the Transfer Fee will be due in full.

8.6 If prior to the commencement of the Hirer's engagement other than via the Employment Business, the Employment Business and the Hirer concurs that such engagement will be on the basis of a fixed term of less than 12 months. The Employment Business may in absolute discretion reduce the Transfer Fee as set out in clause 8.1.3. Any reduction is subject to the Hirer engaging the Agency Worker for the agreed fixed term. If the Hirer extends the Agency Worker's engagement or re-engages the Agency Worker within 12 months from the commencement of the initial engagement, the Employment Business reserves the right to recover the balance of the Transfer Fee.

8.7 No refund of the Transfer Fee will be paid in the event that the engagement of the Agency Worker, other than via the Employment business by the Hirer or by a third party to which the Hirer introduced the Agency Worker terminates or terminates before the end of the fixed term referred to in clause 8.4.

8.8 VAT is payable in addition to any due Transfer Fee.

9 SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

9.1 Where the Agency Worker is required by law or any professional body to have qualifications or authorisation to work on the Assignment, the Employment Business will take reasonably practicable steps to obtain evidence. The Hirer will be supplied with copies of relevant qualifications and professional authorisations upon request.

9.1.1 Where the Assignment involves working with vulnerable persons, the Employment Business will take reasonably practicable steps to obtain two written references, for each Agency Worker, from persons who are not relatives of the Agency Worker and who have agreed that the reference they provide may be disclosed to the Hirer.

9.1.2 If the Employment Business has taken all reasonably practicable steps to obtain the information in clause 8.1 and 8.1.2, and has been unable to obtain the information, the Employment Business will inform the Hirer of the steps it has taken to obtain the information.

9.2 The Hirer will, when requesting an Agency Worker for an Assignment, advise the Employment Business as to whether the Agency Worker will be working with vulnerable persons, as set out in the Safeguarding Vulnerable Groups Act 2006.

9.3 The Hirer will provide the Employment Business with any information pertinent to the Safeguarding Vulnerable Groups Act 2006 in order for the Employment Business to select a suitable Agency Worker for the Assignment.

9.4 In the event that the Hirer removes the Agency Worker from an Assignment in circumstances which requires the Employment Business to refer the matter to the Independent Safeguarding Authority, the Hirer will provide sufficient information to enable the Employment Business to discharge its statutory obligations.

10 UNSUITABILITY OF THE AGENCY WORKER

10.1 The Hirer endeavours to provide sufficient supervision to the Agency Worker, thus ensuring the Hirer's satisfaction with the Agency Worker's standards of work. If the Hirer reasonably considers that the services of the Agency Worker are sub optimal, the Hirer may terminate the Assignment by either instructing the Agency Worker to leave the Assignment immediately or by directing the Employment Business to remove the Agency Worker. The Employment Business may, in its absolute discretion, reduce or cancel the charges for the time worked by that Agency Worker, provided that the Hirer has notified the Employment Business immediately that they ask the Agency Worker to terminate the Assignment and providing the Assignment terminates:

10.1.1 within 2 hours of a seven hour (or less) shift

10.1.2 within 3 hours of any shift exceeding seven hours.

10.1.3 Notification of the unsuitability of the Agency Worker must be confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

10.2 Receipt of information to the Employment Business which gives the Employment Business reasonable grounds to believe that the Agency Worker is unsuitable for the Assignment will be passed immediately to the Hirer. The Hirer may terminate the Assignment with immediate effect and without liability. The Hirer remains liable for all charges incurred prior to the Termination of the Assignment.

10.3 The Hirer will notify the Agency within one hour or as soon as reasonably practicable if the Agency Worker fails to attend an Assignment.

11 TERMINATION OF THE ASSIGNMENT

11.1 The Employment Business or the Agency Worker may terminate an Assignment at any time without prior notice and without liability.

11.2 If the Hirer wishes to amend or terminate the booked services of the Agency Worker, the Hirer must give the Employment Business 24 hours notice. Failure to do so will result in a cancellation fee being charged equal to one day's fee.

11.3 If an Agency Worker is required to work at a lower grade than for which they were booked, a charge at the grade booked will be made.

12 CONFIDENTIALITY AND DATA PROTECTION

12.1 All information relating to an Agency Worker is confidential and subject to the Data Protection Laws. It is provided solely for the purpose of providing work – seeking services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party. The Hirer agrees to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.

12.2 The Employment Business undertakes to keep confidential all relevant Terms and Conditions that the Hirer discloses to the Employment Business and not to use any of the information, excepting for the purpose of compliance with the Agency Workers Regulations. This includes dealing with requests for information and / or complaints made by an Agency Worker and Agency Worker Regulations claims.

12.3 All information relating to the Employment Agency is kept confidential, excepting for information in the public domain.

13 INTELLECTUAL PROPERTY RIGHTS

All trademarks, logos, copyrights and patents pertaining to the assignment are the exclusive property of the Hirer. The Employment Business will make reasonable and practicable effort to ensure intellectual property rights are upheld by the Agency Worker.

14 LIABILITY

14.1 All reasonable and practicable steps are taken by the Employment Business to ensure Hirer satisfaction, in accordance with the Assignment details provided by the Hirer. The Employment Business accepts no liability for any loss, expense, damage or delay arising from the failure to provide an Agency Worker for all or part of an Assignment. The Employment Business accepts no liability due to negligence, dishonesty, theft, misconduct or lack of skill of the Agency Worker or if the Agency Worker terminates the Assignment. The Employment Business does not exclude liability for death or personal injury arising from its own negligence.

14.2 Agency Workers supplied by the Employment Business are engaged under contracts for services. The Agency Workers are not the employees of the Employment Business. Agency Workers are deemed to be under the supervision and direction of the Hirer for the entire duration of the Assignment. The Hirer agrees to take responsibility for all acts, errors or omissions of the Agency Worker, whether intentional or through negligence, as if the Agency Worker was on the pay roll of the Hirer.

14.3 The Hirer must inform the Employment Business of any special Health and Safety risks about which the Employment Business is required to inform the Agency Worker and about any requirements imposed by law or by any professional body, about which the Agency Worker must be notified before the commencement of the Assignment. This includes risks to the Agency Worker of verbal and physical abuse (challenging behaviour) from any client or colleague.

14.4 The Hirer will comply with all statutory provisions in force, including, Working Time Regulations, Health and Safety At Work Act 1974, Management of Health and Safety at Work regulations 1999, codes of practice and legal requirements to which the hirer is subject to in respect of the hirer's own staff. The Hirer is required to have sufficient Employer's and Public Liability Insurance Cover for the Agency Worker during all assignments.

14.5 The Hirer agrees not to request an Agency Worker to undertake an assignment which is normally performed by a Hirer employee who is absent from duty by nature of the fact they are taking part in official industrial action.

14.6 The Hirer agrees to indemnify the Employment Business against any losses incurred by the Employment Business arising out of any Assignment or arising out of non compliance and or breach of these terms and conditions, by the Hirer.

14.7 The Employment Business will be informed in writing, by the Hirer, of any Agency Worker Regulation claim which is made known to the Hirer, as soon as reasonably practicable and no later than seven calendar days from the day the Agency Worker Regulation claim comes to the notice of the Hirer.

14.8 Should the Agency Worker make a claim or threaten to make a claim under the Agency Worker Regulations, the Hirer will provide assistance to the Employment Business on request and within a reasonably practicable timeframe, at the Hirer's own expense, in order to avoid dispute or compromise to the Agency Worker Regulation claim and to the appeal against any judgement made.

14.9 All equipment made available to the Agency Worker will be in a safe condition and the necessary checks will have been undertaken by the provider of the equipment.

15 NOTICES

Notices which are required to be given, as set out in these terms and conditions, will be in writing. They will be delivered personally or by first class post to the registered office of the hirer or intended recipient. The notices are deemed to have been served:

15.1 By hand when delivered.

15.2 By first class post, 48 hours following posting.

15.3 By email or facsimile transmission, when that email or facsimile is sent.

16 SEVERABILITY

In the unlikely event that any of the provision of these terms are deemed by any competent authority to be unenforceable, to any extent, such provision will be severed from the remaining Terms and Conditions which will continue to be valid to the fullest extent permitted by applicable laws.

17 FORCE MAJEURE

17.1 Should the Employment Business's obligation to provide the services of an Agency Worker be interrupted or interfered with by an event of force majeure, the obligation will be suspended while the interruption continues and the Employment Business will not be liable for any loss the Hirer suffers or costs incurred.

17.2 For the purposes of this contract the term Force Majeure refers to: fire, flood, casualty, lockout, labour shortages, industrial action, accident, breakdown of equipment, national calamity or riot, Acts of God, adverse weather conditions, earthquake, the enactment of any Act of Parliament or any other legally constituted authority, an act of war.

SCHEDULE 1

“COMPARABLE EMPLOYEE”, “QUALIFYING PERIOD” AND “TEMPORARY WORK AGENCY”

“Comparable Employee” means (as defined in Regulation 5 (4) of the Agency Workers Regulations) being an employee of the Hirer who:

- (a) works for and under the supervision of the Hirer and is engaged in the same or broadly similar work as the Agency Worker have regard, where relevant, to whether the employee and the Agency Worker have a similar level or qualification and skill; and
- (b) works or is based at the same establishment as the Agency Worker or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements.

For the purpose of the definition of “Qualifying Period” in Clause 1 of these Terms, when calculating whether any weeks completed with the Hirer count as continuous toward the Qualifying Period, where:

- (a) the Agency Worker has started working during an assignment and there is a break, either between Assignments or during an Assignment, when the Agency Worker is not working;
- (b) the break is:
 - (i) for any reason and not more than six Calendar Weeks;
 - (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less: paragraph (111) does not apply: and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
 - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living or deceased child in excess of 24 weeks gestation) or, if earlier, when the agency worker returns to work;
 - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
 - ordinary, compulsory or additional maternity leave;
 - ordinary or additional adoption leave;
 - ordinary or additional paternity leave;
 - time off or other leave not listed in paragraphs (iv), i, ii, or iii to iv above;
 - (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 calendar weeks or less;
 - (vi) wholly due to a temporary cessation in the Hirer’s requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the hirer;
 - (vii) wholly due to a strike, lock-out or other industrial action at the hirer’s establishment ;or
 - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) (vii); and
- (c) Agency Worker returns to work in the same role with the Hirer, any weeks during which the Agency Worker worked for the hirer before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b) (iii) or (b) (iv), for the period that is covered by one of more such reasons, the Agency Worker shall be deemed to be working in that role with the Hirer for the original intended duration or likely duration of the Relevant Assignment, whichever is the longer. Time spent by the Agency Worker working during and Assignment before 1 October 2011 does not count for the purposes of the definition of “Qualifying Period”

“Temporary Work Agency” means as defined in Regulation 4 of the Agency Workers Regulations being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- (a) supplying individuals to work temporarily for and under the supervision and direction of Hirers: or
- (b) paying for, or receiving or forwarding payment for the services of individuals who are supplied to work temporarily for and under the supervision and direction of Hirers.
- (c) Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for Hirers. For the purpose of this definition, a “Hirer” means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied to work temporarily for and under the supervision and direction of that person.

SCHEDULE 2: TRANSFER FEES

- 1.1 The transfer fee referred to in Clause 8 will be calculated as follows: 12% of the remuneration payable to the Agency Worker during the first twelve months of the engagement.
- 1.2. The Period of Extended Hire referred to in Clause 8, before the Hirer engages an Agency Worker will be twenty four weeks.

Signed for and on behalf of the hirer.....

PRINT NAME.....

Designation..... Date.....