



**THIS IS AN IMPORTANT DOCUMENT PLEASE READ CAREFULLY**

The terms and conditions set out below shall govern the relationship between Ashbourne Healthcare Services (AHS) and you during any period in which you are providing your services to AHS. It is a condition of membership that you read and fully understand these conditions.

## 1. Definitions

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

- “Assignment” means the period during which the Temporary Worker is supplied to render services to the Client
- “Client” means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985
- “Employment Business” means Ashbourne Healthcare Services of Ashbourne House, 35 Harwood Road, London. SW6 4QP
- “Temporary Worker” means \_\_\_\_\_ (insert Members Name)
- “Relevant Period” means the longer period of either 14 weeks from the first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client. The ‘first day’ will be the first occasion on which a Temporary Worker is supplied to work for the Client or the first day of an assignment where there has been more than 42 days since the end of any previous assignment.

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 constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from the Temporary Worker’s remuneration in accordance with clause 4.1.

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 Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

2.4 Under this contract you agree to allow regulating authorities to access, view and copy information held in your personnel file for the purposes of audit or other legitimate purposes.

## 3. Assignments

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Member to work in the field indicated by yourself on your application form.

3.2 The Member acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability shall be determined solely by the Employment Business; and that the Employment Business shall incur no liability to the Member should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and 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. In addition the Employment Business shall inform the Temporary Worker 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.

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 the Temporary Worker is being offered an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Temporary Worker.

3.5 For the purpose of calculating the average number of weekly hours worked by the Member on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Member commences the first Assignment.

3.6 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

## 4. Remuneration

4.1 The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate of £5.35 being the minimum rate of remuneration that the Employment Business reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.

4.2 Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

## **5. Statutory Leave**

5.1 For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences [\*on the date that the Temporary Worker starts an Assignment or a series of Assignments / on 1<sup>st</sup> day of April annually.

5.2 Under the Working Time Regulations 1998, the Temporary Worker is entitled to 4 weeks' paid leave per leave year. 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.

5.3 Where a Temporary Worker wishes to take leave during the course of an assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that has been requested.

5.4 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The Temporary Worker agrees that payment in respect of the entitlement to paid leave shall be made weekly together with the Temporary Worker's hourly rate at a rate of 8.33%.

5.5 Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued, unless already paid in accordance with clause 5.4 above.

5.6 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

## **6. Sickness Absence**

6.1 The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

6.2 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.

## **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 is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a time sheet 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.

7.2 Subject to clause 7.3 The Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

7.3 Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker 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 Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.

7.4 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker'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 Temporary Worker's working time for these purposes.

## **8. Members Employment Status**

Members are self-employed in all cases. Members may be deemed employees for the purpose of PAYE and Class One National Insurance Contributions only. In appropriate cases, PAYE tax deductions will be made from Members fees and National Insurance Contributions will be collected by AHS. Because Members 'contracts' exist only for the period of each duty, AHS does not pay statutory sick pay. Members should make enquires to their local DSS office with regards to sick benefits.

## **9. Conduct of Assignments**

9.1 The Temporary Worker 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: –

- a) Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- b) Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- c) Be present at such time as may be stipulated by the Client and unless arrangements have been made to the contrary, to conform to the normal hours of work in force at the Client's establishment.
- d) The Employment Business will check that you have current registration with your professional body when you first seek work through The Employment Business. You must maintain full or other appropriate registration with your professional body at all times when you are engaged on an assignment. Failure to do so means that the Employment Business shall not be obliged to pay you for work done while you were not fully registered. You must notify the Employment Business immediately if there is a change to the status of your registration with your professional body.
- e) 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;
- f) Not engage in any conduct detrimental to the interests of the Client;
- g) 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.

9.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business within two hours of the commencement of the Assignment or shift to enable alternative arrangements to be made.

9.3 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay.

## **10. Termination**

10.1 The Employment Business or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.

10.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability.

10.3 If the Temporary Worker does not inform the Client or the Employment Business [in accordance with clause 9.2] should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 9.2.

10.4 If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 10.1, 10.2 or 10.3 above the employment business will be entitled to terminate the contract in accordance with clause 10.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

10.5 If the Temporary Worker does not report to the Employment Business to notify his/her availability for work for a period of three weeks, the Employment Business will forward his/her P45 to his/her last known address.

**11. Uniform**

Members will be required to wear AHS uniforms at all times except when clients provide their own uniforms or where the client does not wish for a uniform to be worn. Uniforms are available from AHS but remain the property of AHS and must be returned at the time of termination of membership. Failure to do so may result in the member being charged for the uniform.

**12. Changes to Personal Details**

Please notify AHS immediately in writing of changes to your personal detail such as, but not limited to, address, telephone number, next of kin or bank details.

**13. Client Care/Reports**

Changes in patients' mental and physical condition should be reported to the appropriate person at all times. Detailed records must be kept in accordance with both Client and Agency requirements.

**14. On-Call**

For the purpose of the Working Time Regulations, time spent on-call whilst not working will not count towards a members' working time unless and until the Member is called for work.

**15. Members' Health**

Membership of AHS is conditional upon true statement of the details of a member's mental and physical health as set out in the application form, and upon the understanding that the member declare themselves to be in a state of good health when reporting for each and every duty. You must not declare fitness to work if you are suffering from vomiting, diarrhoea or a rash. AHS members are required to inform management if they are pregnant prior to assignments.

**16. Health and Safety**

Members, as self-employed persons, determine their working hours through accepting or refusing assignments offered. Members are individually responsible for ensuring their chosen hours are compatible with their own health and safety at work and that of their patients, clients and colleagues. In addition, members have a personal responsibility to regard health and safety policies and fully co-operate with those in charge of the work place. Members are required to assess for any risks in the work place and maintain a safe environment both for themselves, other staff, and clients. Often this will involve working to established health and safety practices. Members are also required to report any communicable diseases to AHS enabling them to fulfil the obligation under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations, 1995), to protect both client and staff health and safety, whilst maintaining optimum confidentiality to all its members

**17. Identification**

Members must carry their NMC PIN card and wear their AHS ID badge at all times whilst on duty, or whilst on the clients' premises.

**18. Convictions**

18.1 Before commencing any Assignment, the Temporary Worker must provide the Employment Business with confirmation that he has not been convicted or cautioned in relation to any criminal offence. In the event that the Temporary Worker is charged with or cautioned in relation to any criminal offence, he must inform the Employment Business immediately and provide regular reports about the progress of the proceedings.

18.2 The Temporary Worker must inform the Employment Business about any complaint made against him, which is relevant to his Professional competence or conduct.

18.3 The Employment Business will inform the Temporary Worker about any complaint made against him, which is relevant to his professional competence or conduct.

**19. Law**

19.1 These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

**20. Working Hours**

In compliance with the implementation of the Working Time Regulations 1998, AHS recommend that working time should not exceed 48 hours per week (averaged over a period of 17 weeks). However should you wish to waive this right, please indicate this preference by ticking the appropriate box below. Members can withdraw the option to work in excess of 48 hours per week at any time by providing AHS with written notice. Working time shall include only the period of attendance at each assignment through AHS.

<input type="radio"/> Yes, I may wish to work more than 48 hours per week	<input type="radio"/> No, I do not wish to work more than 48 hours per week
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**21. Sharing of Information**

From time to time we may need to allow access to your personnel file held at our offices for the purposes of audit and / or inspection by regulating or Government bodies. By signing these Terms of Membership you agree for all the information held on your personnel file by us can be made available to such organisations if required.

**22. Data Protection**

AHS holds information on members' health and criminal records. This sensitive information is held for monitoring purposes only. However AHS may use other non-sensitive information supplied by you to occasionally send information which we believe will be of interest to members. If you do not wish us to pass on this information please mark the relevant box below.

<input type="radio"/> Yes, I agree to non-sensitive information about me being used to send me information	<input type="radio"/> No, I do not agree to non-sensitive information about me being used to send me information
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I confirm that I have read, understood and agree to comply with the terms and conditions of membership set out above:

Members Name: .....

Members Signature:..... Date.....

(Membership Number:.....)

If you have any queries concerning these conditions, please contact AHS Healthcare services for further explanation, at any time.  
For further information regarding guidelines for members please refer to information provided in the induction pack