



**Contract for Services
(Direct Payment)**

Contracts for Services (Direct Payment)

1. Definitions And Interpretation

1.1. In these Terms the following definitions apply:

“Actual Rate of Pay”	means, unless and until the Agency Worker has completed the Qualifying Period, the rate of pay which will be paid for all time worked during an Assignment weekly in arrears, subject to Deductions and any Agreed Deductions, as set out in the relevant Assignment Details Form;
“Actual QP Rate of Pay”	means the rate of pay which will be paid to the Agency Worker if and when s/he completes the Qualifying Period. Such rate will be paid for all time worked during an Assignment, subject to Deductions and any Agreed Deductions, as set out in any variation to the relevant Assignment Details Form;
“Agency Worker”	means the candidate who is supplied by the Employment Business to provide services to the Hirer as specified in the Assignment Details Form;
“Agreed Deductions”	means any deductions the Agency Worker has agreed can be made from their pay;
“Assignment”	means assignment 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” upon	means written confirmation of the Assignment Details to be given to the Agency Worker acceptance of the Assignment, as provided in the Assignment Details Form;
“AWR”	means the Agency Workers Regulations 2010 and the Agency Workers (Northern Ireland) Regulations 2011;
“Calendar Week”	means any period of 7 days starting with the same day as the first day of the First Assignment;
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and/or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005;
“Confidential Information”	means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided 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 reproductions 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, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and “Controls” and “Controlled” shall be construed accordingly;
“Data Protection Laws”	means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

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“Deductions”	means any deductions which the Employment Business may be required by law to make and in particular in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions;
“Emoluments”	means any pay in addition to the Actual QP Rate of Pay;
“Employment Business”	means Medic Now Recruitment Limited with registered office of Floor 4, 69 Wilson Street, London, EC2A 2BB (registered company no. 05460751), its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.
“Engagement”	means the engagement (including the Agency Worker’s acceptance of the Hirer’s offer), employment or use of the Agency Worker by the Hirer or any third party to whom the Agency Worker has been introduced by the Hirer, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Agency Worker is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“First Assignment”	means: a. the relevant Assignment; or b. if, prior to the relevant Assignment,: i. 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 ii. the relevant Qualifying Period commenced in any such 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 Hirer);
“Hirer”	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is supplied or 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 (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
“Hourly Rate”	means the rate of pay set out in the Assignment Details Form which for the avoidance of doubt, meets the national minimum wage requirements;
“Irregular Hours Worker”	means a worker whose paid hours of work in relation to a leave year in each pay period during the term of their contract in that year is, under the terms of their contract, wholly or mostly variable as defined under Regulation 15F (1)a WTR 1998;
“Leave Year”	means the period during which the Agency Worker accrues and may take statutory leave commencing on the date that the Agency Worker starts an Assignment or a series of assignments; and runs until the anniversary of that date;

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“Part Year Worker”	means a worker who in relation to a leave year, under the terms of their contract, is required to work only part of that year and there are periods within that year (during the term of the contract) of at least a week which they are not required to work and for which they are not paid as defined under Regulation 15F (1) b WTR 1998;
“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 as outlined in the Assignment Details Form, 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 the Schedule to these Terms;
“Registration From”	means the registration form completed and returned to the Employment Business by the Agency Worker;
“Relevant Period”	means the later of; (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 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;
“Temporary Work Agency”	shall have the meaning set out in regulation 4(1) of the AWR 2010;
“Terms”	means these terms of engagement (including the attached schedule) together with the Assignment Details Form;
“Transfer Fee”	means the fee payable by the Hirer to the Employment Business in accordance with clause 3.7, as permitted by Regulation 10 of the Conduct Regulations;
“Type of Work”	means temporary locum worker, unless varied by the Employment Business;
“WTR”	means the Working Time Regulations 1998 and/or the Working Time Regulations (Northern Ireland) 1998;

- 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. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.
- 1.5. Any reference to Medic Now Recruitment Limited (MN) shall also mean the Employment Business.

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2. The Contract

- 2.1. These Terms constitute the entire agreement between the Employment Business and the Agency Worker for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Agency Worker (including for the avoidance of doubt, where the Agency Worker undertakes an Assignment without having signed these Terms). The contract between the parties starts on the first day of the First Assignment under these Terms however, no contract shall exist between the Employment Business and the Agency Worker between Assignments, other than the terms and conditions outlined in the Registration Form.
- 2.2. During an Assignment the Employment Business will engage the Agency Worker on a contract for services on these Terms. For the avoidance of doubt, the Agency Worker is not an employee of the Employment Business although the Employment Business is required to make the Deductions from the Agency Worker's pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Agency Worker, or the Agency Worker and the Hirer. The Agency Worker is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Agency Worker rights in addition to those provided by statute except where expressly stated.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Agency Worker and set out in writing and a copy of the varied terms is given to the Agency Worker no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 or in the Employment (Miscellaneous Provisions) (Northern Ireland) Order 1981) (as amended) when introducing or supplying the Agency Worker for Assignments with its Hirers.
- 2.5. For the avoidance of doubt, the Terms apply to Agency Workers who self or direct book with the Hirer, as well as those who the Employment Business place.
- 2.6. The Employment Business has no obligation to provide you with any information or service other than specifically as set out in the Terms or required by law.
- 2.7. The Agency worker may choose to be paid via an intermediary including a personal service company or an umbrella company. For the avoidance of doubt, this agreement governs the terms and conditions of work carried out by the Agency Worker where they are paid by MN directly under payroll only. Any work carried out by the Agency Worker which will be remunerated via a personal service company will be governed by a separate contract issued by MN. Any work carried out by an Agency Worker which will be remunerated by an umbrella company will not be governed by MN, and instead, will be governed by a contract of employment between the Agency Worker and the Umbrella Company. The Agency Worker will remain bound by the terms in the Registration Form in any event.
- 2.8. If the Agency Worker carries out work for multiple Clients, and chooses to be paid via both MN payroll and an intermediary, this contract will remain effective for any assignments the Agency Worker completes which are remunerated via MN payroll. In those circumstances, commencing work which is paid via an intermediary will not render this agreement void.

3. Assignments and Information to be Provided

- 3.1. The Employment Business will endeavour to obtain suitable Assignments for the Agency Worker to perform the agreed Type of Work however, the Employment Business does not guarantee that any suitable work will be found. The Agency Worker shall not be obliged to accept any Assignment offered by the Employment Business. If the Hirer withdraws an Assignment from the Agency Worker, the Employment Business accepts no liability for information they have passed to the Agency Worker in good faith.
- 3.2. The Agency Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and whilst on an assignment the Agency Worker's hours of work under this contract will at all times be wholly or mostly variable in accordance with the definition of an Irregular Hours worker under the WTR and

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- 3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and
- 3.2.2. the Employment Business shall incur no liability to the Agency Worker should it fail to offer Assignments of the Type of Work or any other work to the Agency Worker.
- 3.3. At the same time as an Assignment is offered to the Agency Worker the Employment Business shall provide the Agency Worker with Assignment Details setting out the following for the purposes of the Conduct Regulations:
 - 3.3.1. the identity of the Hirer, and if applicable the nature of their business;
 - 3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
 - 3.3.3. the Type of Work, location and details of hours during which the Agency Worker would be required to work;
 - 3.3.4. the Actual Rate of pay that will be paid, intervals and any expenses payable by or to the Agency Worker;
 - 3.3.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks;
 - 3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment; and
 - 3.3.7. for the purposes of Section 1 of the Employment Rights Act:
 - 3.3.7.1. any other paid leave;
 - 3.3.7.2. the details of pension entitlements and pensions schemes; and
 - 3.3.7.3. any other benefits.
- 3.4. Where the Employment Business does not give such information in paper form or by electronic means, it shall confirm the information by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following except where:
 - 3.4.1. the Agency Worker is being offered an Assignment in the same position as one in which the Agency Worker has previously been supplied within the previous 5 business days and such information has already been given to the Agency Worker and remains unchanged; or
 - 3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive business days or less and such information has previously been given to the Agency Worker before and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.
- 3.5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive business day period, the Employment Business shall provide such information set out in clause 3.3 to the Agency Worker in paper or electronic form within 8 days of the start of the Assignment.
- 3.6. For the purpose of calculating the average number of weekly hours worked by the Agency Worker on an Assignment for the purposes of the WTR, the start date for the relevant averaging period shall be the date on which the Agency Worker commences the first Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Agency Worker acknowledges that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree a Period of Extended Hire with the Hirer at the end of which the Agency Worker may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Agency Worker to a third party (other than another employment business) who subsequently Engages the Agency Worker, directly or indirectly, before or during an Assignment or within the Relevant Period.
- 3.8. If the Agency Worker has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Agency Worker is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the WTR, any such terms and conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate).

- 3.9. The Employment Business will not be liable for any loss or damages if work found for the Agency Worker is not suitable, or for any action, tort or breach of contract by a Hirer whom the Employment Business contract with, for any failure to provide information or services, save to the extent strictly required by law or arising out of any representation made by a Hirer, or by the Employment Business to you in good faith and deriving from inaccurate or incomplete information provided by a Hirer to the Employment Business.

4. Agency Worker's Obligations

- 4.1. The Agency Worker is not obliged to accept any Assignment offered by the Employment Business but if the Agency Worker does accept an Assignment then, during every Assignment and afterwards where appropriate, s/he will:

- 4.1.1. co-operate with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organisation;
 - 4.1.2. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Agency Worker might reasonably be expected to ascertain;
 - 4.1.3. 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 Hirer;
 - 4.1.4. not engage in any conduct detrimental to the interests of the Employment Business and/ or Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;
 - 4.1.5. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Employment Business' or the Hirer's staff;
 - 4.1.6. not at any time tell or give to any person, nor use for his or her own or any other person's benefit, any Confidential Information relating to the Hirer's or the Employment Business' employees, business affairs, transactions or finances; and
 - 4.1.7. on completion of the Assignment or at any time when requested by the Hirer or the Employment Business, return to the Hirer or where appropriate, to the Employment Business, any Hirer property or items provided to the Agency Worker in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.2. If the Agency Worker accepts any Assignment offered by the Employment Business, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Agency Worker undertakes to:
- 4.2.1. inform the Employment Business of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Agency Worker believes count or may count toward the Qualifying Period;
 - 4.2.2. provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and
 - 4.2.3. inform the Employment Business if s/he has prior to the commencement of the relevant Assignment and/or during the relevant Assignment carried out work which could be deemed to count toward the Qualifying Period for the relevant Assignment in accordance with Regulation 9 of the AWR because s/he has:
 - 4.2.3.1. completed two or more assignments with the Hirer;
 - 4.2.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
 - 4.2.3.3. 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.

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- 4.3. If the Agency Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business within 6 hours of the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Agency Worker should alternatively inform the Hirer and then the Employment Business as soon as possible.
- 4.4. If, either before or during the course of an Assignment, the Agency Worker becomes aware of any reason why s/he may not be suitable for an Assignment, including but not limited to, being compliant to carry out the Assignment, not having the requisite training, experience or qualifications, s/he shall notify the Employment Business without delay. If the Agency Workers continues to work on an Assignment that they are not compliant for, and they do not notify the Employment Business of this, the Employment Business will be under no obligation to pay the Agency Worker, and the Employment Business may need to inform the relevant professional body.
- 4.5. If the Agency Worker is working under a visa, they must not work more than the hours permitted as per the terms of that visa. If the Agency Worker works hours in contrary to the terms of their visa, they will only be paid by the Employment Business for the hours they were permitted to work under the visa.
- 4.6. The Agency worker must be compliant to all MN compliance requirements before any shift is worked. Should any of the compliance criteria have expired the Agency Worker must not work a shift and if they do they will not be paid. This includes but is not limited to a valid DBS, training, professional registration, fit to work certificate, and right to work. It is the Agency Workers responsibility to ensure none of their compliance expires and that all documents are supplied 72 hours prior to a booking to allow all documentation to be validated, Documents that are not validated are invalid.
- 4.7. The Agency Worker warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything which might cause the Employment Business or the Hirer to breach any Data Protection Laws.
- 4.8. The Agency Worker acknowledges that any breach of his/her obligations set out in these terms may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Agency Worker.

5. Timesheets

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Agency Worker shall deliver to the Employment Business a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Hirer.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Agency Worker for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.
- 5.3. Where the Agency Worker does not submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Agency Worker. The Employment Business will not pay the Agency Worker for hours not worked.
- 5.4. For the avoidance of doubt and for the purposes of the WTR, the Agency Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Hirer as part of the Assignment. Time spent travelling to the Hirer's premises (apart from time spent travelling between two or more premises of the Hirer), lunch breaks and other rest breaks shall not count as part of the Agency Worker's working time for these purposes. This clause 5.4 is subject to any variation set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form which the Employment Business may make for the purpose of compliance with the AWR.

6. Pay and Deductions

- 6.1. For each Assignment the Employment Business shall pay to the Agency Worker the Hourly Rate. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Assignment Details Form.
- 6.2. If the Agency Worker has completed the Qualifying Period on the start of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Employment Business shall pay to the Agency Worker the Actual QP Rate of Pay which will be notified on a per Assignment basis and set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form.
- 6.3. The Hourly Rate, Actual Rate of Pay or Actual QP Rate of Pay, as applicable, will be paid in arrears, as outlined in the Assignment Details Form, subject to any Deductions and or Agreed Deductions, together with any agreed Emoluments.
- 6.4. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 (Annual leave) and 8 (Sickness absence) below and any other statutory entitlement, the Agency Worker is not entitled to receive payment from the Employment Business or the Hirer for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.
- 6.5. Subject to compliance with Regulation 12 of the Conduct Regulations the Employment Business reserves the right in its absolute discretion to deduct from the Agency Worker's pay any sums which s/he may owe the Employment Business including, without limitation, any overpayments or loans made to the Agency Worker by the Employment Business or any losses suffered by the Employment Business as a result of his/her negligence or breach of either the Employment Business's or the Hirer's rules.
- 6.6. Where the Agency Worker holds a valid A1, E101 or E102 Certificate confirming coverage by a social security scheme in a Member State other than the UK, the Agency Worker must declare this to the Employment Business and produce the Certificate.
- 6.7. Pursuant to paragraph 6.6, the Employment Business shall not deduct Class 1 National Insurance Contributions from the Actual Rate of Pay or the Actual QP Rate of Pay (where applicable) but it shall be the responsibility of the Agency Worker to pay such social fee contributions as may be applicable in the Member State concerned. In the event that the Agency Worker fails to pay such contributions and the Employment Business is required to pay contributions either in the UK or the Member State concerned, the Agency Worker undertakes to indemnify the Employment Business and the Employment Business shall be entitled to deduct the amount paid in contributions from any sums owed to the Agency Worker.

7. Annual Leave

- 7.1. Subject to clause 7.3 the Agency Worker is entitled to paid annual leave according to the statutory minimum as provided by the WTR from time to time. The current statutory entitlement to paid annual leave for full time workers working 5 days a week under the WTR is 5.6 weeks.
- 7.2. The Agency Worker shall receive rolled-up holiday pay for the holiday accrued in each pay period. You shall not receive any further holiday pay at the time holiday is taken. Rolled-up holiday pay shall be equal to:
 - 7.2.1 12.07% of your remuneration for hours worked on Assignment during the pay period, as set out in clause 6; and
 - 7.2.2 for periods of sick leave or Statutory Leave, your average rate of rolled-up holiday pay, calculated over the previous 52 weeks (or the period since you started work (or started receiving rolled-up holiday pay, if less)). This shall be in addition to any entitlement to statutory sick or statutory maternity, paternity, adoption, shared parental or parental bereavement pay.

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- 7.3. Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to paid and/or unpaid annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR and in accordance with clauses 7.1 and 7.2. If this is the case, the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Details Form, or any variation to the relevant Assignment Details Form.
- 7.4. Subject to clause 7.3, the amount of payment which the Agency Worker will receive in respect of periods of annual leave accrued during an Assignment will be calculated in accordance with and paid in proportion to the amount of annual leave they have accrued whilst on the assignment. This will be based on the number of hours which the Agency Worker has worked on Assignment.
- 7.5. Save where this clause is amended by the Assignment Details Form, where a bank holiday or other public holiday falls during an Assignment and the Agency Worker does not work on that day, then subject to the Agency Worker having accrued entitlement to payment for leave in accordance with clause 7.2 or clause 7.3 (if applicable), that day shall count as part of the Agency Worker's paid annual leave entitlement.
- 7.6. Where these Terms are terminated by either party, the Agency Worker shall repay to the Employment Business an amount in respect of any holiday periods taken in excess of the holiday entitlement for that year and the Agency Worker hereby authorises the Employment Business to take repayment of such monies by way of deduction from any final payment owed to the Agency Worker. If, following such deduction the Agency Worker owes further monies in respect of pay received for annual leave taken but not accrued at the time of termination, the Agency Worker will repay such monies within 28 days of the termination of these Terms.

8. Sickness Absence

- 8.1. The Agency Worker may be eligible for statutory sick pay provided that s/he meets the relevant statutory criteria and complies with the Employment Business's sickness absence policy, which is available in the Staff Handbook.
- 8.2. The Agency Worker must give the Employment Business evidence of incapacity to work. For the first 7 days of incapacity, the Agency Worker can self-certify their absence. After 7 days of incapacity, the Agency Worker should obtain a doctors note to certify their absence.
- 8.3. For the purposes of the statutory sick pay scheme the qualifying days per week during the course of an Assignment are outlined in the Assignment Sheet.
- 8.4. If the Agency Worker submits a Statement of Fitness for Work ("the Statement") or similar medical evidence, which indicates that the Agency Worker may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Agency Worker will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Hirer and the Agency Worker as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5. Where clause 8.4 applies, the Agency Worker's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Agency Worker agreeing to a variation of the Terms or the Assignment Details set out in the Assignment Details Form to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

9. Termination

- 9.1. The Employment Business, or the Agency Worker may terminate the Engagement at any time with written notice.

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- 9.2. The Agency Worker acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. If the contract between the Employment Business and the Hirer is terminated for any reason the Assignment shall cease with immediate effect without liability to the Agency Worker (except for payment for hours worked by the Agency Worker up to the date of termination of the Assignment).
- 9.3. If the Agency Worker does not tell the Hirer or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.3) this will be treated as termination of the Assignment by the Agency Worker in accordance with clause 9.1, unless the Agency Worker can show that exceptional circumstances prevented him or her from complying with clause 4.3.
- 9.4. If the Agency Worker is absent during an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Agency Worker was assigned is no longer available.
- 9.5. If the Agency Worker does not report to the Employment Business to notify his/her availability for work for a period of 3 months, this contract for services will automatically terminate and the Employment Business will forward his/her P45 to his/her last known address.
- 9.6. For the avoidance of doubt, Terms that are intended to have effect following termination shall survive termination.

10. Intellectual Property Rights

- 10.1. The Agency Worker acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Hirer during the Assignment shall belong to the Hirer. Accordingly the Agency Worker shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

11. Confidentiality

- 11.1. In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Agency Worker agrees as follows:
- 11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Hirer or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;
- 11.1.2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by him/her during the course of the Assignment; and
- 11.1.3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

12. Data Protection

- 12.1. The Agency Worker acknowledges that the Employment Business must process personal data about him/her in order to properly fulfil its obligations under these Terms and as otherwise required by law in relation to his/ her engagement in accordance with the Data Protection Laws.

Contracts for Services (Direct Payment)

- 12.2. Full details of how the Employment Business will collect and process the Agency Worker's personal data is outlined in our privacy notice, which has been provided to you. Such processing will principally be for personnel, administrative and payroll purposes. The Agency Worker also consents to the Employment Business exporting and/or processing their personal data in jurisdictions outside of the European economic area solely for the purposes connected with the performance of these terms.
- 12.3. The Employment Business's and the Agency Worker's obligations in relation to data are also contained in our Data Protection policy, which you should familiar yourself with.

13. Severability

- 13.1. If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

14. Notices

- 14.1. All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, including by email. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email, when that email is sent.

15. Rights Of Third Parties

- 15.1. None of the provisions of these Terms are intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999. [Contracts Rights of Third Parties) Act (Scotland) 2017) is excluded.

16. Miscellaneous

- 16.1. The liability of the Employment Business in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £20,000 save where a limit is precluded by law.
- 16.2. No provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination and all the provisions of this agreement are reasonable.
- 16.3. The Terms supersede any previous written or verbal agreement relating to the services of the Employment Business.
- 16.4. The Terms may not be varied save by written agreement between the Employment Business and the Agency Worker.
- 16.5. The Employment Business may assign their rights under the Terms but the Agency Worker may not assign their rights without the prior written consent of the Employment Business.
- 16.6. Further information regarding the rights of the Agency Worker can be found here:
<https://www.gov.uk/agency-workers-your-rights/your-rights-asa-temporary-agency-worker>
- 16.7. If you undertake any work within the private sector, you are solely responsible for ensuring that you hold valid and appropriate professional indemnity insurance and any other required insurance cover in accordance with applicable regulatory and professional requirements. Where relevant, this must explicitly include cover for private prescribing activities.

17. Governing Law And Jurisdiction

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

Candidate Authorisation

I confirm I have read, understood, acknowledged and agree with the content of this Agreement, and by checking the box, I agree to be bound by its terms with immediate effect.

I acknowledge that my personal details will be stored and handled correctly by MN in accordance with the Data Protection Act 2018, and UK General Data Protection Regulations however, I agree that they may be made available for audit/review by relevant third parties, including other companies within YWRG (this is relevant for all information including all documents - DBS, Occupational Health, References).