

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2017

between:-

**FIRST MEDICAL STAFFING SOLUTIONS LIMITED** whose registered office is at Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PS (the "**Company**")

And \_\_\_\_\_, (the "**Contractor**")

Whereas the Contractor provides certain services and the Contractor has agreed to contract with the Company to supply the services to the Client now therefore it is agreed as follows:-

## 1 Definitions

1.1 In this contract (the "**Contract**") the following definitions apply:-

"the Assignment"	means the work required to be undertaken by the Contractor for the Client;
"the Assignment Letter"	means the letter from the Company to the Contractor setting out the specific details of the Assignment, which is subject to the terms of this Contract;
"the Client"	means the person, firm or company requiring the services of the Contractor;
"the Contractor"	means the Limited Company introduced to the Client by the Employment Business to carry out an Assignment (and save where otherwise indicated, includes any officer, employee or representative thereof).
"Employment Business"	means First Medical Staffing Solutions of Meriden Hall, Main Road, Meriden, Coventry, CV7 7PT.
"Engagement"	means the engagement, employment or use of the Contractor's services or the services of any officer, employee or representative of the Contractor, directly by the Client or any third party or through any other employment business 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.
"Introduction Fee"	means the fee payable in accordance with clause 7 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
"Remuneration"	includes fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor for services rendered to or on behalf of the Client.
"Transfer Fee"	means the fee payable in accordance with clause 7.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

**"the Conduct Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

**"the Worker"** means any worker or employee engaged by the Contractor to carry out services on its behalf.

- 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 this Contract are for convenience only and do not affect their interpretation.

## 2 **The Contract**

- 2.1 This Contract constitutes the contract between the Company and the Contractor and governs any Assignment and replaces any previous agreements or arrangements between the parties.
- 2.2 No variation or alteration to the terms of this Contract shall be valid unless approved in writing by a Director of the Company.
- 2.3 It is the overall responsibility of the Contractor to obtain all necessary documentation in respect of immigration in respect of its Workers. Where necessary the Company reserves the right to access to such information upon request.
- 2.4 The Contractor shall be at liberty to engage such Workers as it deems appropriate to carry out any Assignment but shall at all times remain wholly responsible for the delivery of the Assignment and for the acts and omissions of any Worker engaged in respect of the Assignment.
- 2.5 The Contractor shall provide to the Company prior to commencement of any Assignment its certificate of incorporation, VAT Registration Certificate and any other proof of identity required by the Company.
- 2.6 The Contractor shall be free to carry out work for other parties during the term of this Contract save where any such work is to the detriment of any Assignment or is to be carried out for a competitor of the Client.
- 2.7 The Contractor warrants that they are not a managed service company as defined in Chapter 9 of the Income Tax (Earnings and Pensions) Act 2003.
- 2.8 The Company is acting in this Contract as an employment business as defined in the Conduct Regulations.

## 3 **Assignments**

- 3.1 The Company may from time to time offer the Contractor Assignments on the terms of this Contract. The failure by the Company to obtain suitable Assignments for the Contractor shall not give rise to any liability on the part of the Company. The Contractor recognises that there may be periods between Assignments when no work is available.
- 3.2 The Contractor shall not be obliged to accept an Assignment offered by the Company.
- 3.3 If the Contractor is willing to perform the Assignment, the Company shall issue the Contractor with an Assignment Letter specifying the duration of the Assignment, the identity of the Client, the hourly rate payable by the Company, any pre agreed expenses and any other relevant information. If the Contractor does not accept the terms of the Assignment Letter within seven days of the date of the Assignment Letter, the offer will be automatically withdrawn.
- 3.4 The Contractor shall give notice to the Company of any agreement reached between the Contractor and any worker to opt out of the Conduct Regulations pursuant to Regulation 32 (9) of the Conduct Regulation. The notice to be provided should be in the form of the Opt Out Notice attached as Schedule 1 hereto.
- 3.5 The Contractor has the right to refuse to carry out work, if it believes the manner in which it is being requested to undertake the work to be unsafe.

## 3. **Charges**

- 3.1 The Client agrees to pay the hourly charges of the Employment Business. The charges are calculated according to the number of hours worked by the Contractor (to the nearest quarter hour). The charges comprise mainly the Contractor's hourly rate but also include the Employment Business's commission calculated as a percentage of the Contractor's hourly rate, and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.
- 3.2 The charges are invoiced to the Client on a monthly basis and are payable within 21 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 4% per month above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 3.3 There are no rebates payable in respect of the charges of the Employment Business.

#### **4. Information To Be Provided**

- 4.1 When making an Introduction of a Contractor to the Client the Employment Business shall inform the Client of the identity of the Contractor; that the Contractor has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Contractor will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Contractor is willing to work in the Assignment.
- 4.2 "First Medical Staffing Solutions" will provide documented evidence of pre-employment and occupational health checks to the Trust before the start of any assignment; Where the Temporary Worker is being introduced for 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 Client, unless the Client requests that the information be re-submitted.

#### **4 Fees**

- 4.1 Subject to any work performed being passed as satisfactory by the Client, the Contractor shall receive payment from the Company for an Assignment at the rate specified in the Assignment Letter for each hour worked by the Contractor, plus VAT where appropriate, less deductions for payments agreed to be made for the use or purchase of personal protective equipment required by the Assignment, insurance where applicable and any other deductions agreed between the parties or as set out in the Assignment Letter.
- 4.2 The Contractor shall be responsible for any PAYE Income Tax, National Insurance contributions, VAT and any other liabilities, assessments, penalties, costs and claims or other taxes and deductions payable in respect of its Workers for any Assignment.
- 4.3 Subject to compliance by the Contractor with clause 7, all payments will be made to the Contractor one week in arrears.
- 4.4 The Contractor will only be paid in respect of time spent working on Assignments. For the avoidance of doubt, the Contractor will not be paid for any other time spent by its Workers, whether in respect of travelling to the Client's premises, lunch breaks, rest breaks, holiday, illness or absence or for any other reason, unless otherwise agreed.
- 4.5 Without prejudice to any other legal remedy which the Company may have, the Contractor hereby consents to the deduction from any sums owed by the Company to the Contractor under this Contract from time to time, of any sums owed from time to time by the Contractor to the Company (which may include any overpayment by the Company to the Contractor and the recovery of any costs incurred by the Company as a consequence of any breach of this Agreement by the Contractor).

#### **5 Liability**

- 5.1 The Contractor shall indemnify and keep indemnified the Company for all time on demand from and against any and all costs, claims, penalties, liabilities and expenses in respect of bodily injury or death

to any person or damage to property, or any loss which may arise out of or in consequence of the execution, completion or performance of the Assignment by the Contractor.

5.2 The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance (where appropriate) and any other suitable policies of insurance in respect of its Workers during an Assignment and shall make a copy of the policy available to the Company upon request.

5.3 Nothing contained in this Contract shall be construed or have effect as constituting any relationship of employer and employee, agency or partnership between the Contractor and the Company, or the Contractor and the Client. The Contractor shall indemnify and keep indemnified the Company for all time on demand from and against any and all costs, claims (including for the avoidance of doubt, in respect of its Workers' remuneration), penalties, liabilities and expenses incurred in respect of income tax, national insurance, VAT or other contributions in relation to the performance of the Assignment.

## 6. **Paying the Contractor**

6.1 The Employment Business is responsible for paying the Contractor.

## 6 **Contractor's Obligations**

The Contractor agrees on its own part (where appropriate) and on behalf of its Workers (where appropriate) as follows:-

6.1 not to engage in any conduct detrimental to the interests of the Company or the Client, which includes any conduct tending to bring the Company or the Client into disrepute or which results in the loss of custom or business;

6.2 to be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Company or the Client;

6.3 to take all reasonable steps to safeguard its Workers' own safety and the safety of any other person who may be affected by its Workers' actions on the Assignment and to comply with the Client's health & safety policies;

6.4 to comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its Workers or generally, including but not limited to the Working Time Regulations 1998, the Conduct Regulations, the Companies Act 2006, the identification and compliance requirements of the Asylum and Immigration Act 1996 (as amended) and legislation relating to VAT and payment of Workers;

6.5 to comply with any rules or obligations in force at the Client's premises to the extent that they are reasonably applicable;

6.6 to co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom the Contractor is required to report and comply with all reasonable and lawful instructions given by the Client;

6.7 to furnish the Company with any progress reports as may be requested from time to time; and

6.8 to notify the Company in writing as soon as possible after it has become insolvent, dissolved or subject to a winding up petition.

## 7 **Transfer and Introduction Fees**

7.1 You must be made aware that should the locum wish to join you as a permanent member of staff/fixed term contract or is employed in any capacity after starting this post or within 6 months of leaving his post, or is allowed to swap the booking to another agency; a placement fee will be automatically due by the client at 25% of the equivalent salary per annum.

## 7 **Timesheets**

7.1 At the end of each week of an Assignment, or at the end of the Assignment where it is for a period of one week or less, or the Assignment is completed before the end of a week, the Contractor shall deliver to the Company a duly completed timesheet, indicating the number of hours worked by the Contractor during the preceding week, signed by an authorised representative of the Client. Such

timesheets must be received by the Company no later than 10am on Monday following the week to which they relate. The timesheet must be accompanied by an invoice from the Contractor for the amount due from the Company to the Contractor for the hours worked in that week. Such invoice shall bear the Contractor's name, company registration number, date, VAT registration number (if applicable), and should state any VAT due on the invoice.

- 7.2 Failure to deliver a duly completed timesheet to the Company in accordance with clause 7.1 may result in a delay in payment to the Contractor.

## 8 **Confidentiality and Intellectual Property**

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

## 9 **Special Situations**

- 9.1 Where the Contractor or the person supplied to do the work is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Contractor or the person supplied to do the work, two references from persons not related to the Contractor or the person supplied to do the work who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Contractor or the person supplied to do the work is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

## 9 **Termination**

- 9.1 This Agreement may be terminated by either party by giving to the other written notice of the greater of [1] week or the period required under clause 9.2. Termination of this Contract will automatically terminate any Assignment.
- 9.2 An Assignment may be terminated by the Company or the Contractor giving to the other party the period of notice specified in the Assignment Letter.
- 9.3 Notwithstanding sub-clauses 9.2 and 9.7 of this Contract, where required by the Client, the Company may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where for any reason the Contractor proves unsatisfactory to the Client.
- 9.4 Notwithstanding sub-clauses 9.2 and 9.7 of this Contract, the Company may without notice and without liability terminate the Assignment should the Contractor become insolvent, dissolved or subject to a winding up petition.
- 9.5 Failure by the Contractor to give notice of termination as required in the Assignment Letter shall constitute a breach of contract and shall entitle the Company to claim damages from the Contractor for any resulting loss suffered by the Company.

9.6 If any Worker is unable for any reason to work on an Assignment, the Contractor should inform the Company by no later than 2 hours prior to the agreed start time on the first day of absence and on subsequent days to enable alternative arrangements to be made.

9.7 The Contractor acknowledges that the continuation of an Assignment is subject to the continuation of the contract entered into between the Company and the Client. In the event that the contract between the Company and the Client is terminated for any reason, the Assignment shall cease with immediate effect and without the Company having any liability towards the Contractor.

9.8 Upon termination of any Assignment or of this Agreement the Contractor shall return to the Client or the Company all books, documents, papers, materials and other property in whatever form belonging to or relating to the business of the Client or the Company which may be in its possession or under its control.

**10 Restriction**

10.1 This provision shall only apply in the event that the Contractor has served an opt out notice under clause 3.4 hereof.

10.2 The Contractor shall not during the period of six months following the date of termination of any Assignment supply its services directly, or through any other person, firm or Company, to the Client for which it has carried out the relevant Assignment, save in the case of the supply of Workers to the Client through an employment business with whom the Contractor was also registered at the date of commencement of the relevant Assignment.

10.3 In the event that the Contractor is in breach of its obligations pursuant to sub-clause 10.1 above, the Client may be required to pay an additional fee, notwithstanding any breach of contract damages payable by the Contractor.

**11 [Introduction Fee/Extension of Hire Period**

11.1 This provision shall only apply in the event that the Contractor has not served an opt out notice under clause 3.4 hereof.]

**12 Third Party Rights**

Nothing in this Contract confers any rights on any third party under the Contracts (Rights of Third Parties) Act 1999.

**13 Notices**

All notices to be served under this Contract shall be served by first class pre-paid post, facsimile message or by e-mail at the registered office or principal trading address of the intended recipient. Notices shall be deemed served when they would ordinarily have been received in normal business hours according to the means of transmission of such notices.

**14 Choice of Law/Jurisdiction**

The construction, validity and performance of this Contract shall be governed by English Law. Each party shall submit to the exclusive jurisdiction of the English courts as regards any claim.

Signed for and on behalf of FIRST MEDICAL STAFFING SOLUTIONS LIMITED by

..... Signed

..... Print Full Name

..... Dated

Signed for and on behalf of .....(the Contractor) by

..... Signed



..... Print Full Name

..... Dated

## SCHEDULE 1

**OPT-OUT NOTICE UNDER THE CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES  
REGULATIONS 2003 (THE "REGULATIONS")**

This document constitutes an opt out notice pursuant to the Regulations and is entered into between:

- (1) [ ] **LIMITED** a company registered in England & Wales and having its registered office at [ ] (the "**Company**"); and
- (2) [ ] (the "**Worker**") residing at [ ]

**WHEREAS:**

- (A) The Company employs or engages the Worker.
- (B) The parties have freely entered into this opt out notice to record their agreement to opt out of the Regulations in relation to any services performed by the Worker on behalf of **FIRST MEDICAL STAFFING SOLUTIONS LIMITED**, a company registered in England & Wales and having its registered office at Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PS ("**First Medical**").

**IT IS AGREED** as follows:

- 15 This opt out notice is provided in accordance with the terms of regulation 32(9) of the Regulations
- 16 The Worker is aware that by signing this opt out notice, he/she agrees that the provisions of the Regulations shall not apply to the assignment with [**client**] or to any future assignment obtained in respect of First Medical pursuant to this opt out notice or otherwise.
- 17 The Worker is aware that he/she is free to withdraw from this opt out notice at any time, by giving written notice to that effect to First Medical. However, where notice is given during an assignment, it will not take effect until the Worker stops working on the assignment.

We the undersigned have read, understood and agree to be bound by the terms of this opt out notice. In particular, we understand that by signing this opt out notice the provisions of the Regulations shall not apply.

Signed: .....  
For and on behalf of the Company

Dated: .....

Signed: .....  
The Worker

Dated: .....



OFFICE COPY

This Agreement is made on the [ ] day of [ ]

between:-

**FIRST MEDICAL STAFFING SOLUTIONS LIMITED** whose registered office is at Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PS (the "**Company**")

And [ ], (the "**Contractor**")

Whereas the Contractor provides certain services and the Contractor has agreed to contract with the Company to supply the services to the Client now therefore it is agreed as follows:-

1 Definitions

1.1 In this contract (the "**Contract**") the following definitions apply:-

"**the Assignment**" means the work required to be undertaken by the Contractor for the Client;

"**the Assignment Letter**" means the letter from the Company to the Contractor setting out the specific details of the Assignment, which is subject to the terms of this Contract;

"**the Client**" means the person, firm or company requiring the services of the Contractor;

"**the Conduct Regulations**" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

"**the Worker**" means any worker or employee engaged by the Contractor to carry out services on its behalf.

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 this Contract are for convenience only and do not affect their interpretation.

2 **The Contract**

2.1 This Contract constitutes the contract between the Company and the Contractor and governs any Assignment and replaces any previous agreements or arrangements between the parties.

2.2 No variation or alteration to the terms of this Contract shall be valid unless approved in writing by a Director of the Company.

2.3 It is the overall responsibility of the Contractor to obtain all necessary documentation in respect of immigration in respect of its Workers. Where necessary the Company reserves the right to access to such information upon request.

2.4 The Contractor shall be at liberty to engage such Workers as it deems appropriate to carry out any Assignment but shall at all times remain wholly responsible for the delivery of the Assignment and for the acts and omissions of any Worker engaged in respect of the Assignment.

2.5 The Contractor shall provide to the Company prior to commencement of any Assignment its certificate of incorporation, VAT Registration Certificate and any other proof of identity required by the Company.

- 2.6 The Contractor shall be free to carry out work for other parties during the term of this Contract save where any such work is to the detriment of any Assignment or is to be carried out for a competitor of the Client.
- 2.7 The Contractor warrants that they are not a managed service company as defined in Chapter 9 of the Income Tax (Earnings and Pensions) Act 2003.
- 2.8 The Company is acting in this Contract as an employment business as defined in the Conduct Regulations.

### 3 **Assignments**

- 3.1 The Company may from time to time offer the Contractor Assignments on the terms of this Contract. The failure by the Company to obtain suitable Assignments for the Contractor shall not give rise to any liability on the part of the Company. The Contractor recognises that there may be periods between Assignments when no work is available.
- 3.2 The Contractor shall not be obliged to accept an Assignment offered by the Company.
- 3.3 If the Contractor is willing to perform the Assignment, the Company shall issue the Contractor with an Assignment Letter specifying the duration of the Assignment, the identity of the Client, the hourly rate payable by the Company, any pre agreed expenses and any other relevant information. If the Contractor does not accept the terms of the Assignment Letter within seven days of the date of the Assignment Letter, the offer will be automatically withdrawn.
- 3.4 The Contractor shall give notice to the Company of any agreement reached between the Contractor and any worker to opt out of the Conduct Regulations pursuant to Regulation 32 (9) of the Conduct Regulation. The notice to be provided should be in the form of the Opt Out Notice attached as Schedule 1 hereto.
- 3.5 The Contractor has the right to refuse to carry out work, if it believes the manner in which it is being requested to undertake the work to be unsafe.

### 4 **Fees**

- 4.1 Subject to any work performed being passed as satisfactory by the Client, the Contractor shall receive payment from the Company for an Assignment at the rate specified in the Assignment Letter for each hour worked by the Contractor, plus VAT where appropriate, less deductions for payments agreed to be made for the use or purchase of personal protective equipment required by the Assignment, insurance where applicable and any other deductions agreed between the parties or as set out in the Assignment Letter.
- 4.2 The Contractor shall be responsible for any PAYE Income Tax, National Insurance contributions, VAT and any other liabilities, assessments, penalties, costs and claims or other taxes and deductions payable in respect of its Workers for any Assignment.
- 4.3 Subject to compliance by the Contractor with clause 7, all payments will be made to the Contractor one week in arrears.
- 4.4 The Contractor will only be paid in respect of time spent working on Assignments. For the avoidance of doubt, the Contractor will not be paid for any other time spent by its Workers, whether in respect of travelling to the Client's premises, lunch breaks, rest breaks, holiday, illness or absence or for any other reason, unless otherwise agreed.
- 4.5 Without prejudice to any other legal remedy which the Company may have, the Contractor hereby consents to the deduction from any sums owed by the Company to the Contractor under this Contract from time to time, of any sums owed from time to time by the Contractor to the Company (which may include any overpayment by the Company to the Contractor and the recovery of any costs incurred by the Company as a consequence of any breach of this Agreement by the Contractor).

### 5 **Liability**

- 5.1 The Contractor shall indemnify and keep indemnified the Company for all time on demand from and against any and all costs, claims, penalties, liabilities and expenses in respect of bodily injury or death to any person or damage to property, or any loss which may arise out of or in consequence of the execution, completion or performance of the Assignment by the Contractor.

5.2 The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance (where appropriate) and any other suitable policies of insurance in respect of its Workers during an Assignment and shall make a copy of the policy available to the Company upon request.

5.3 Nothing contained in this Contract shall be construed or have effect as constituting any relationship of employer and employee, agency or partnership between the Contractor and the Company, or the Contractor and the Client. The Contractor shall indemnify and keep indemnified the Company for all time on demand from and against any and all costs, claims (including for the avoidance of doubt, in respect of its Workers' remuneration), penalties, liabilities and expenses incurred in respect of income tax, national insurance, VAT or other contributions in relation to the performance of the Assignment.

## 6 **Contractor's Obligations**

The Contractor agrees on its own part (where appropriate) and on behalf of its Workers (where appropriate) as follows:-

6.1 not to engage in any conduct detrimental to the interests of the Company or the Client, which includes any conduct tending to bring the Company or the Client into disrepute or which results in the loss of custom or business;

6.2 to be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Company or the Client;

6.3 to take all reasonable steps to safeguard its Workers' own safety and the safety of any other person who may be affected by its Workers' actions on the Assignment and to comply with the Client's health & safety policies;

6.4 to comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its Workers or generally, including but not limited to the Working Time Regulations 1998, the Conduct Regulations, the Companies Act 2006, the identification and compliance requirements of the Asylum and Immigration Act 1996 (as amended) and legislation relating to VAT and payment of Workers;

6.5 to comply with any rules or obligations in force at the Client's premises to the extent that they are reasonably applicable;

6.6 to co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom the Contractor is required to report and comply with all reasonable and lawful instructions given by the Client;

6.7 to furnish the Company with any progress reports as may be requested from time to time; and

6.8 to notify the Company in writing as soon as possible after it has become insolvent, dissolved or subject to a winding up petition.

## 7 **Timesheets**

7.1 At the end of each week of an Assignment, or at the end of the Assignment where it is for a period of one week or less, or the Assignment is completed before the end of a week, the Contractor shall deliver to the Company a duly completed timesheet, indicating the number of hours worked by the Contractor during the preceding week, signed by an authorised representative of the Client. Such timesheets must be received by the Company no later than 10am on Monday following the week to which they relate. The timesheet must be accompanied by an invoice from the Contractor for the amount due from the Company to the Contractor for the hours worked in that week. Such invoice shall bear the Contractor's name, company registration number, date, VAT registration number (if applicable), and should state any VAT due on the invoice.

7.2 Failure to deliver a duly completed timesheet to the Company in accordance with clause 7.1 may result in a delay in payment to the Contractor.

## 8 **Confidentiality and Intellectual Property**

8.1 The Contractor agrees on its own part and on behalf of its Workers not at any time to disclose to any person, nor use for its own or any other person's benefit, any information in relation to the Client's or the Company's employees, business affairs, transactions or finances.

- 8.2 Upon termination of each Assignment (or at any time during the relevant Assignment on request), the Contractor shall (and will procure that any Worker shall) deliver to the Client or the Company (as appropriate) all books, documents, papers, materials and other property in whatever form belonging to or relating to the business of the Client or the Company (as appropriate) which may then be in its or their possession or control.
- 8.3 All intellectual property rights that are created pursuant to this Contract shall, immediately upon creation, become the property of the Company and all moral or other rights that may exist in such material shall be waived.
- 8.4 The Contractor shall enter into, and shall procure that any Worker shall enter into, any confidentiality or intellectual property agreement as may be required by any Client from time to time.

## 9 Termination

- 9.1 This Agreement may be terminated by either party by giving to the other written notice of the greater of [1] week or the period required under clause 9.2. Termination of this Contract will automatically terminate any Assignment.
- 9.2 An Assignment may be terminated by the Company or the Contractor giving to the other party the period of notice specified in the Assignment Letter.
- 9.3 Notwithstanding sub-clauses 9.2 and 9.7 of this Contract, where required by the Client, the Company may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where for any reason the Contractor proves unsatisfactory to the Client.
- 9.4 Notwithstanding sub-clauses 9.2 and 9.7 of this Contract, the Company may without notice and without liability terminate the Assignment should the Contractor become insolvent, dissolved or subject to a winding up petition.
- 9.5 Failure by the Contractor to give notice of termination as required in the Assignment Letter shall constitute a breach of contract and shall entitle the Company to claim damages from the Contractor for any resulting loss suffered by the Company.
- 9.6 If any Worker is unable for any reason to work on an Assignment, the Contractor should inform the Company by no later than 2 hours prior to the agreed start time on the first day of absence and on subsequent days to enable alternative arrangements to be made.
- 9.7 The Contractor acknowledges that the continuation of an Assignment is subject to the continuation of the contract entered into between the Company and the Client. In the event that the contract between the Company and the Client is terminated for any reason, the Assignment shall cease with immediate effect and without the Company having any liability towards the Contractor.
- 9.8 Upon termination of any Assignment or of this Agreement the Contractor shall return to the Client or the Company all books, documents, papers, materials and other property in whatever form belonging to or relating to the business of the Client or the Company which may be in its possession or under its control.

## 10 Restriction

- 10.1 This provision shall only apply in the event that the Contractor has served an opt out notice under clause 3.4 hereof.
- 10.2 The Contractor shall not during the period of six months following the date of termination of any Assignment supply its services directly, or through any other person, firm or Company, to the Client for which it has carried out the relevant Assignment, save in the case of the supply of Workers to the Client through an employment business with whom the Contractor was also registered at the date of commencement of the relevant Assignment.
- 10.3 In the event that the Contractor is in breach of its obligations pursuant to sub-clause 10.1 above, the Client may be required to pay an additional fee, notwithstanding any breach of contract damages payable by the Contractor.

## 11 [Introduction Fee/Extension of Hire Period

- 11.1 This provision shall only apply in the event that the Contractor has not served an opt out notice under clause 3.4 hereof.]

12 **Third Party Rights**

Nothing in this Contract confers any rights on any third party under the Contracts (Rights of Third Parties) Act 1999.

13 **Notices**

All notices to be served under this Contract shall be served by first class pre-paid post, facsimile message or by e-mail at the registered office or principal trading address of the intended recipient. Notices shall be deemed served when they would ordinarily have been received in normal business hours according to the means of transmission of such notices.

14 **Choice of Law/Jurisdiction**

The construction, validity and performance of this Contract shall be governed by English Law. Each party shall submit to the exclusive jurisdiction of the English courts as regards any claim.

Signed for and on behalf of **FIRST MEDICAL STAFFING SOLUTIONS LIMITED** by

..... Signed

..... Print Full Name

..... Dated

Signed for and on behalf of .....(the Contractor) by

..... Signed

..... Print Full Name

..... Dated

**SCHEDULE 1**

**OPT-OUT NOTICE UNDER THE CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES  
REGULATIONS 2003 (THE "REGULATIONS")**

This document constitutes an opt out notice pursuant to the Regulations and is entered into between:

- (1) [ ] **LIMITED** a company registered in England & Wales and having its registered office at [ ] (the "**Company**"); and
- (2) [ ] (the "**Worker**") residing at [ ]

**WHEREAS:**

- (A) The Company employs or engages the Worker.
- (B) The parties have freely entered into this opt out notice to record their agreement to opt out of the Regulations in relation to any services performed by the Worker on behalf of **FIRST MEDICAL STAFFING SOLUTIONS LIMITED**, a company registered in England & Wales and having its registered office at Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PS ("**First Medical**").

**IT IS AGREED** as follows:

- 15 This opt out notice is provided in accordance with the terms of regulation 32(9) of the Regulations
- 16 The Worker is aware that by signing this opt out notice, he/she agrees that the provisions of the Regulations shall not apply to the assignment with [**client**] or to any future assignment obtained in respect of First Medical pursuant to this opt out notice or otherwise.
- 17 The Worker is aware that he/she is free to withdraw from this opt out notice at any time, by giving written notice to that effect to First Medical. However, where notice is given during an assignment, it will not take effect until the Worker stops working on the assignment.

We the undersigned have read, understood and agree to be bound by the terms of this opt out notice. In particular, we understand that by signing this opt out notice the provisions of the Regulations shall not apply.

Signed: .....  
For and on behalf of the Company

Dated: .....

Signed: .....  
The Worker

Dated: .....