

## Supplying Staff Terms and Conditions

These Terms and Conditions are between NursePlan and the 'Client' which refers to the person(s), firm(s) or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the 'Temporary Worker' (Support Worker / Care Assistant / Nurse) is supplied. By accepting Temporary Workers assigned by NursePlan, the Client is deemed to have accepted the Terms and Conditions set out below:

1. These Terms constitute the contract between NursePlan and the Client for the supply of Locum services by NursePlan to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or engagement of the Locum Worker.
2. No variation or alteration to these Terms shall be valid unless approved by NursePlan and the Client in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
3. Unless otherwise agreed in writing by NursePlan, these Terms prevail over any terms of business or purchase conditions proffered by the Client.
4. All bookings will be confirmed by NursePlan with the Client, when a suitable Temporary Worker has been assigned to the Locum.

This will be done in the form of a 'Confirmation Agreement'.

5. The Client agrees to pay such hourly charges of NursePlan as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Temporary Worker and comprise mainly of the Temporary Worker's hourly rate and also to include NursePlan's commission calculated as a percentage of the Temporary Worker's hourly rate, employer's National Insurance contributions 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.
6. The payment terms of NursePlan is 14 days from the date of invoice. NursePlan reserves the right to impose a surcharge on late payments and interest will be charged on a daily basis at the rate of 3% over base rate against the outstanding invoice(s) until cleared funds are received. If the Client has any queries regarding an Invoice, NursePlan must be notified in writing within 14 days from the date of the invoice. If NursePlan does not receive such notification within this specified period, the Client will be expected to pay the amount invoiced.
7. There are no rebates payable in respect of the charges of NursePlan .
8. NursePlan assumes responsibility for its Temporary workers with regard to the payment of wages and deduction of statutory contributions in respect of Income Tax and National Insurance and WTD where applicable and agreed.
9. When making an Introduction of a Temporary Worker to the Client NursePlan shall inform the Client of the identity of the Temporary Worker. Also, that the Temporary Worker has the necessary or required experience, training, qualifications and any authorization required by law or a professional body to work in the Assignment. They must state whether the Temporary Worker will be employed by NursePlan under a contract of service or a contract for services, and that the Temporary Worker is willing to work in the Assignment.
10. 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 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.
11. NursePlan assumes responsibility for its Temporary Workers with regard to the payment of wages and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003. March 2007  
1 Note: In line with Regulation 17 (1) (a) (iii) of the Conduct Regulations 2003 NursePlan, St John's House, 54 St John's Square, London, EC1V 4JL.  
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12. Unless specifically agreed in writing by the Client, Temporary Workers are responsible for their own telephone bills, meals, accommodation and any other charges, which should be settled prior to leaving the Practice and the Client is responsible for collecting any such monies. NursePlan is not responsible for any losses/debts that may be incurred by the Temporary Worker or collection of such monies.
13. 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 is completed before the end of the week) the Client shall sign the timesheet verifying the number of hours worked by the Temporary Worker during that week.

14. The Client shall not be entitled to decline to sign a timesheet on the basis that s/he is dissatisfied with the work performed by the Temporary Worker.
15. Signature of the time sheet by the client indicates completion of the services provided by the Temporary Worker of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the NursePlan as soon as is reasonably practicable. The Client shall co-operate fully and in a timely fashion with NursePlan to enable NursePlan to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Clients obligation to the pay the charges in respect of the hours worked.
16. In the case of cancellation by the Client subsequent to acceptance but prior to commencement of Booking, NursePlan requires 48 hours notice of cancellation prior to the confirmed start date. In case of cancellations made with less than 48 hours notice (within working hours) of the bookings this will render the client liable for payment in full at the agreed rate for the confirmed period of the assignment. All cancellations should be notified within the Normal Working Hours, defined as 08:00 hours - 18.00 hours, Monday to Sunday.
17. In the case of cancellation by the Client during the Locum, written notification of the matter concerning the Temporary workers clinical inability( if this is the reason given) will need to be received within a notice period of 24 hours or a 100% charge will be levied in compensation for the remaining period of the Locum.
18. In the case of bookings for a period of 1 month or more, a minimum of 7 days notice is required or a charge of 1 week in lieu of notice will be levied.
19. NursePlan will ensure Temporary workers are registered with the relevant bodies and advise whether they are covered by MDU/MPS/MIA where appropriate.
20. NursePlan holds satisfactory references for all Temporary workers placed in Locum Positions. References and other information if supplied by NursePlan to the Client are given in strict confidence and must not be disclosed to any Third Parties.
21. In the event of the Engagement by the Client of a Temporary Worker supplied by the NursePlan either (1) directly or (2) pursuant to being supplied by another Employment Business during the Assignment or within whichever is the longer of either 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or 12 weeks from the day after the last day the Temporary Worker worked on the Assignment the Client shall be liable, to either an extended period of hire or a Transfer Fee the length or amount of which is to be agreed between NursePlan and the Client.
22. The Client must give NursePlan 7 days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Transfer Fee.
23. If the client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due.
24. If the parties do not agree a period of extended hire or a Transfer Fee shall be deemed to have been agreed:
  - (i) The length of the extended period of hire shall be 4 weeks during which the Client shall pay the current hourly charge agreed or
  - (ii) The amount of the Transfer fee shall be A Transfer Fee calculated as follows: 25% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed.
25. Where there has been an introduction but no supply In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by NursePlan to the Client, but which leads to an Engagement by the Client of the Temporary Worker by the Client either (1) directly or (2) pursuant to being supplied by another employment business within 6 months of the date of the Introduction the Client shall be liable, to either an extended period of hire or an Introduction Fee the length or amount of which is to be agreed between NursePlan and the Client.
26. The Client must give NursePlan 7 days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Introduction Fee.
27. If the client does not give such notice before the Temporary Worker is engaged the parties agree that the Introduction Fee shall be due.
28. If the parties do not agree a period of extended hire or an Introduction Fee then the following shall be deemed to have been agreed:
  - (i). the length of the extended period of hire shall be 4 weeks during which the Client shall pay the current hourly charge agreed or
  - (ii). The amount of the Transfer fee shall be: 25% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed.

29. Inability to supply during the period of hire: If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Temporary Worker supplied by NursePlan either directly or pursuant to being supplied by another employment business or the Temporary Worker chooses not to be supplied for an extended period of hire, the Introduction Fee calculated may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client.

30. Where period(s) of absence due to illness or injury prevent the Temporary Worker from being employed or supplied for 4 or more days, which shall be qualifying days for the purposes of Statutory Sick Pay (SSP), during the period of hire as set out above, the period of hire shall be extended by a period equivalent to the total period of absence. Where NursePlan pays the Temporary Worker SSP during the period of hire an equivalent amount shall be charged to and be payable by the Client in addition to the charges agreed.

31. Where there has been Introduction to and Engagement by a Third Party: In the event that the Temporary Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party during the Assignment or within whichever is the longer of either 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or 12 weeks from the day after the last day the Temporary Worker worked on the Assignment the Client shall be liable, to pay a Transfer Fee the length of which is to be agreed between the NursePlan and the Client.

32. If the parties do not agree a Transfer Fee then the Client will be liable to pay a Transfer Fee calculated as follows: 25% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed.

33. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

34. Where there has been an Introduction but no Supply resulting in an Engagement by a Third Party. In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by NursePlan to the Client, but the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within 6 months from the date of Introduction the Client shall be liable, to an Introduction Fee calculated as follows: 25% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges.

35. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.

36. Whilst every effort is made by NursePlan to provide satisfactory service to the Client by ensuring reasonable standards of skill, integrity and reliability from Employee(s), no liability will be accepted by NursePlan for any losses, expenses, damages or delays arising from any failure to provide any particular Temporary Employee(s) for all or part of the period of the booking or from the negligence, dishonesty, misconduct or lack of skill, qualification or experience of the Temporary Employee(s) provided. NursePlan accepts no liability for any losses or expenses incurred by the Client in the event of delay or failure to attend on the part of the Employee(s).

37. Temporary Workers provided by NursePlan are deemed to be under the supervision, direction and control of the Client from the time the Temporary Worker reports to take up his/her duties and for the duration of the assignment. The Client agrees to treat these Temporary Workers as though they were on the payroll of the Client and further more will comply with all the statutes, by-laws and legal requirements to which the Client is ordinarily subject to in respect of its own staff, excluding payment of wages. In particular, the Client undertakes to provide adequate Employer's and Public Liability cover for the Temporary Worker during all assignments. The Client assumes full responsibility for all acts and omissions of the Temporary Worker, howsoever caused and will be vicariously liable for such acts and omissions. NursePlan does not give instructions regarding the way in which the Temporary Workers should carry out their duties.

38. The Client shall advise NursePlan of any special Health and Safety matters about which NursePlan is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist NursePlan in complying with NursePlan's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by NursePlan and the Client will not do anything to cause NursePlan to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify NursePlan of this requirement before the commencement of that week.

39. The Client undertakes not to request the supply of a Temporary Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed someone who has been transferred by the

Client to perform the duties of the person on strike or taking official industrial action.

40. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.

41. If the Client considers a Temporary Worker assigned by NursePlan to be unsatisfactory, NursePlan should be advised immediately and subsequently notified in writing. Any notification shall contain sufficient details of the matter or matters. In such cases the Temporary Worker may be asked to leave the assignment and NursePlan will retain the booking supplying a replacement worker.

42. Where the Temporary Worker 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, NursePlan will take all reasonably practicable steps to obtain and offer to provide to the Client:

Copies of any relevant qualifications or authorisations (i.e. CRB Disclosure) of the Temporary Worker, and Two references from persons not related to the Temporary Worker 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 Temporary Worker is suitable for the Assignment. If NursePlan 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.

43. The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing NursePlan to remove the Temporary Worker. NursePlan may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates: -

a) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or  
b) Within two hours for bookings of seven hours or less;

and also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to NursePlan within 48 hours of the termination of the Assignment.

44. NursePlan shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment.

45. NursePlan accepts no liability for any losses or expenses incurred by the Client in the event of delay or failure to attend on the part of the Temporary Worker.

46. The Client shall indemnify and keep indemnified NursePlan against any losses, damages, expenses, costs, claims or liabilities incurred by NursePlan arising out of any act or omission by staff(s) supplied through NursePlan. These Terms are governed by the law of England & Wales/ Scotland/ Northern Ireland/ and are subject to the exclusive jurisdiction of the Courts England & Wales/Scotland/Northern Ireland.

# Terms and Conditions for the Introduction of Permanent or Contract Staff

## **1. Definitions**

In these terms and conditions the following definitions apply. 'The Client': means the person, firm or corporate body to whom the Candidate is introduced. 'The Candidate': means the person introduced by the Employment Agency to the Client for an Engagement.

'Engagement': means the appointment of the Candidate to perform services for or on behalf of the Client whether under a contract of services or for services. 'Remuneration': means the total taxable emolument payable or receivable by the Candidate to the Engagement.

## **2. The Contract**

a) These Terms and Conditions are deemed to be accepted by the Client by virtue of being in receipt of a resume, interviewed or the Engagement of the Candidate in any capacity, or the passing of any personal information pertaining to a candidate introduced to you by us to another party where the candidate is subsequently engaged either on a temporary or permanent contract.

b) No variation or alteration to these Terms and Conditions shall be valid unless approved in writing by a Director of NursePlan.

## **3. Notification & Fees**

a) In the event that the Engagement is accepted by the Candidate within 6 months of the initial introduction the Client shall notify NursePlan immediately and provide details of the Remuneration.

b) The Client shall pay NursePlan's fee for the introduction of the Candidate within 14 days of date of invoice. The fee payable by the Client is calculated in accordance with the accompanying scale of fees according to the Remuneration payable to or receivable by the Candidate during the first calendar year of the Engagement. All fees are subject to the addition of VAT.

c) In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 7.0 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 3 months from the date of termination of the first Engagement, the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

## **4. Indirect Introductions**

The Client shall be liable to pay NursePlan's fee in accordance with Clause 3b if it engages the Candidate or if it refers the Candidate to any third party and that third party engages the Candidate within 6 months of the initial introduction; or in any event where an engagement results directly or indirectly from the introduction of the Employment Agency. The Replacement and Refund Guarantee shall not apply in these cases.

## **5. Replacement & Refund Guarantee**

a) If the Client pays the Employment Agency's fees within the periods prescribed in the accompanying Replacement and Refund Guarantee and the Engagement

terminates within the specified periods and written notification of termination is received within 14 days the Client will be entitled either to a Replacement Candidate or Refund in accordance with the provisions of the Guarantee.

b) In the event that the original Candidate is subsequently re-engaged by the Client, its subsidiary or associated companies or any third party introduced by the

Client within the period of three months from the date of termination of the Employment Agency's fee calculated in accordance with Clause 3b and shall not be entitled to the Replacement and Refund Guarantee.

## **6. Suitability**

NursePlan endeavours to ensure the suitability of the Candidate. Notwithstanding this, the Client shall take such steps as it deems necessary to satisfy itself as to the suitability of the Candidate and is responsible for taking up any references provided by the Candidate and/or the Employment Agency before engaging the Candidate. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of the Candidate, and satisfying any medical and other requirements or qualifications required by law.

## **7. Liability**

The Employment Agency shall not be liable under any circumstances for any loss, expense or damage suffered or incurred by the Client arising from or in any way connected with the introduction or Engagement of any Candidate or from the failure of NursePlan to introduce a Candidate.

Scale of Fees for the introduction of permanent staff. Total Remuneration inc. all taxable emoluments per annum: -

Salaries up to £14,999 15% (minimum fee £1,500)

£15,000 - £19,999 19%

£20,000 - £29,999 21%

£30,000+ 25%

### **8. Refund Guarantee**

We offer our Clients a Refund Guarantee if the Engagement terminates prematurely. If the Engagement terminates at any time within 8 weeks we will provide a refund in accordance with the scale below provided that: Payment is received within the terms of payment that the Client notifies NursePlan within 14 days of the date of termination.

For Engagements terminating during or at the end of: Refund

Week 1 100%

Weeks 2 thru 4 50%

Weeks 5 thru 8 25%

NOTE: If payment is not received within the terms of payment the Refund Guarantee shall not apply.

### **9. Cancellation Fee**

If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a minimum fee of £1000 plus VAT

Call us now on 0845 003 5342 or go online at [NursePlan.co.uk](http://NursePlan.co.uk)