

CARING FOR YOU

82 Locksway Road, Milton, Portsmouth, Hants. PO4 8JP. Tel: 023 92733 8417 Fax:023 9287 5962

TIME SHEET WE 3 / 4 / 05
Sunday

CLIENT

Nursing Home/Hospital DRYAD WARD

Ward Name Gospport Wdr

Address MEMORIAL HOSPITAL
GOSPORT
11815011

Name Code A

AUX / RGN / EN Aux

Please Ensure:
 1) Separate timesheets for each client,
 and
 2) The client signs below and retains the
 yellow copy.

EACH LINE to end of night duty	DATE	FROM HRS 00.00	TO HRS 00.00	Time taken for meals	HOURS ACTUALLY WORKED										
					DAY			NIGHT (W/N)			NIGHT (SLEEP-IN)				
					W/D	WE	P/H	W/D	WE	P/H	W/D	WE	P/H		
MON															
TUE															
WED															
THUR															
FRI															
SAT															
SUN to end of night duty	<u>3/4/05</u>	<u>20.45</u>	<u>07.45</u>	<u>1 1/2</u>											
I certify that the total of															

hours have been worked satisfactorily and that payment will be made in respect of these according to our terms and conditions of business which appear overleaf and accept as the basis of the transaction.

Signature Code A
(Client please retain yellow copy)

Date 4.4.05 Position SSN

CARING FOR YOU

Licensed by Local Authorities and the Department of Employment
 BLUE - ACCOUNTS COPY GREEN - NURSES COPY YELLOW - CLIENTS COPY

TERMS AND CONDITIONS OF SUPPLY OF STAFF

with the applicable Employer's National Insurance Contributions are passed to the relevant authorities on behalf of the Client.

1. THE CONTRACT

- 1.1 These terms of business govern the basis upon which the Agent introduces staff to work on assignments.
- 1.2 These terms and conditions constitute the contract between the Nursing Agency and the Client and are deemed to be accepted by virtue of its interview or engagement of the staff member.
- 1.3 Unless otherwise agreed in writing by the Agent, these terms of business shall prevail over any other terms of business put forward by the Client.

2. RECORD OF HOURS WORKED

- 2.1 At the end of the week of the assignment (or, where the assignment is for a period of less than one week or is completed before the end of a week, at the end of an assignment) the Client shall sign the time sheet of the Nursing Agency verifying the number of hours worked by the member of staff during that period and send the time sheet or other written record to the Agent.
- 2.2 Signature of the time sheet by the Client constitutes acceptance that the staff member's services have been provided for the hours indicated on the time sheet and that such services have been satisfactory.

3. PAYMENT AND CHARGES

- 3.1 The Client agrees to make payment to the agent in accordance with the hourly rate agreed between the Client and the staff member at the commencement of the assignment and as may be varied from time to time during the assignment. The sums payable by the Client are comprised mainly of the staff member's remuneration which is calculated according to the number of hours worked by the staff member (to the nearest quarter hour) but also to include the employer's National Insurance Contributions, any sum due in respect of any statutory entitlement of the staff member and any travel, hotel or other expenses such as may have been agreed with the Client or, if there is such an agreement, such expenses are reasonable.
- 3.2 Where the total weekly earning of the staff member exceed the lower earnings limit for National Insurance purposes during the Assignment or any series of Assignments during the week, the Client shall pay to the Agent the appropriate amount of employers National Insurance Contributions.
- 3.3 The Client will also pay the Agent's charges for the introductory service provided. Costs for this are detailed in section 6. VAT is payable on the agents charges for its service and on the relevant employers National Insurance Contributions.
- 3.4 The Agents charges and the relevant payments referred to in clause 4.1 above are invoiced to the Client on a weekly basis and are payable within 14 days. The agent reserves the right to charge interest on any overdue amounts at the rate of 8% above the base rate set by the Bank of England from time to time from the due date until the date of payment.

4. REMUNERATION AND DEDUCTIONS

- 4.1 The Client is responsible for paying the staff member and shall make such payment through the intermediary of the Agent which will operate as a payroll service by passing all payments to the staff member in respect of their remuneration and making all necessary deductions in respect of National Insurance Contributions and PAYE Income Tax applicable to the staff member and ensuring that those deductions together

5. RE-ENGAGEMENT FEES

- 5.1 The re-engagement or use by a Client of a staff member introduced by the Agent, or the introduction of such a staff member to a third party resulting in engagement renders the Client subject to the payment of an introduction fee calculated at the rate equivalent to four weeks gross taxable remuneration payable by the Client to the staff member, provided that the engagement takes place within a period of six months from the termination of any assignment.

6. LIABILITY

- 6.1 Whilst every effort is made by the Agent to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the staff member and further to introduce them in accordance with the Clients booking details, the Agent is not liable for any loss, expense or delay arising from any failure to provide any staff member for all or part of the period of the booking or from the negligence, dishonesty, misconduct or lack of skill of the staff member. For the avoidance of doubt, the Agent does not exclude liability for death or personal injury arising from its own negligence.
- 6.2 Staff member provide their services under contracts for services and save where they are engaged to render services on behalf of private patients, are deemed to be under the supervision, direction and control of the Client during the period of the assignment and the Client shall be responsible for all acts, errors and omissions of the Staff members. The Client will comply with all legal requirements to include, for avoidance of doubt, the working time including in particular the provision of adequate employers and public liability insurance but excluding the matters referred to in Clause 5.
- 6.3 In all cases the Client shall indemnify and keep indemnified the Nursing Agency against any costs, claims, damages and expenses incurred by the Nursing Agency arising out of the engagement of staff members under these terms and conditions.

7. TERMINATION

- 7.1 The Client undertakes to supervise the staff member sufficiently to ensure the Clients satisfaction with the staff members standards of work. If the Client reasonably considers that the services if the staff member are unsatisfactory, the Client may terminate the assignment by instructing the staff member to leave the assignment immediately. The Client must notify the Agent immediately in the event of the termination of any assignment. The Agent may in such circumstances redit or cancel the charges set out in the clause 4.3 above in respect of the time worked by the staff member, provided that the assignment terminates:-
 - 7.1.1. within four hours of the member of staff commencing the assignment where the booking is for more than seven hours; or
 - 7.1.2. within two hours of bookings for seven hours or less and also provided that notification of the unsuitability of the staff member is confirmed in writing to the Agent within 48 hours of the termination of the assignment.
- 7.2 The Client may terminate an assignment at any time although if notification is not given within 8 hours of the commencement of work then a fee will become payable being a minimum of £20 or a maximum of the total cost for the shift, dependent upon the notice given and the agency's ability to re-allocate work to the staff member.