

ALLIED HEALTHCARE GROUP (AGENCY WORKERS)

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<i>ESTABLISHMENT NAME & ADDRESS</i>	<i>NAME:</i> MS J. CROWN
GOSPORT WAR MEMORIAL HOSPITAL	<i>ADDRESS:</i>
GOSPORT	
LANTS	
DAEDALUS WARD	

CLIENT NO 1 3 6 6 9 1 5 *PAYROLL NO* 1 0 4 0 2 2 3

**COMPLETED TIME-SHEETS MUST BE RETURNED TO THE BRANCH AS SOON AS POSSIBLE
BUT NO LATER THAN THE FOLLOWING MONDAY.**

WEEK BEGINNING / / *SHIFT QUALIFICATION*

Date of Assignment	Duty Time		Breaks (if applicable)/ COMMENTS	Hours Claimed	Miles Claimed (if applicable)	Clients Initials
	Start (AM/PM)	End (AM/PM)				
Monday / /		06				*
						*
						*
Tuesday / /						*
						*
						*
Wednesday / /						*
						*
						*
Thursday / /						*
						*
						*
Friday / /						*
						*
						*
Saturday 2/7/05	1PM	5.30PM	1/4	4 1/4		* Code A
Sunday 3/7/05	1PM	8.30PM	1/2	8		* Code A
	(see 1366917)					*
TOTALS						

I CERTIFY THAT I HAVE CARRIED OUT THE ABOVE DETAILED WORK:

*THIS CONFIRMS THAT YOU HAVE RECEIVED THE ABOVE INITIALED SERVICES SUBJECT TO OUR TERMS AND CONDITIONS DETAILED OVERLEAF:

Code A

(Staff Signature)

Code A

(Client Signature)

TIME-SHEET COPIES - White - Head Office, Yellow - Branch, Pink - Sta

ALLIED HEALTHCARE

TERMS OF BUSINESS: TEMPORARY WORKERS

1. DEFINITIONS

- 1.1 "Charges" means the sums payable by you to the Members and the commission payable to Allied Healthcare as set out in the Terms of Business together with any expenses approved by you in advance.
- 1.2 "Documentation" means the Service User Guide and the Statement of Purpose, supplied to you by Allied Healthcare;
- 1.3 "Members" means the nurses booked by you;
- 1.4 "Term" means the term for which you have booked a Member;
- 1.5 "Terms of Business" means the tariffs and supplementary notes set out in the document titled "Terms of Business" supplied to you by Allied Healthcare;
- 1.6 "this Agreement" means these Conditions of Engagement, the Terms of Business, the Documentation and the details of your booking as confirmed by Allied Healthcare;
- 1.7 "you" means the party detailed on the Terms of Business as the Customer.

2. THE SERVICE

- 2.1 Subject to your compliance with this Agreement, Allied Healthcare shall supply the Members to you for the Term on the terms set out in this Agreement.
- 2.2 You will be deemed to have accepted the terms of this Agreement by booking a Member from Allied Healthcare. No booking shall be binding on Allied Healthcare until confirmed by it.
- 2.3 Allied Healthcare has no authority to enter into a contract on behalf of the Members and you will therefore contract directly with the Members.
- 2.4 If a Member is sick or otherwise absent Allied Healthcare will use reasonable endeavours to either provide a replacement or grant you a refund. Other refunds will be granted on a discretionary basis only.
- 2.5 Under circumstances where Allied Healthcare reasonably believes there is a risk to any Member or the service user (in particular, a health and safety, environmental or welfare risk). Allied Healthcare may, at its discretion, withdraw the relevant Member, either permanently or until the risk is remedied. Under such circumstances, it will have no obligation to grant a refund or replace the Member.

3. PAYMENT

- 3.1 You shall pay the Charges to Allied Healthcare immediately upon receipt of Allied Healthcare's relevant invoice without any set-off, deductions or withholdings unless you have a query regarding the invoice. If an invoice is not queried within 14 days after the date of the invoice, you shall be deemed to have accepted the invoice as correct and the invoice will be due for payment in full. You shall make no payments to Members directly. The Charges are exclusive of value added tax. In the event that any value added tax is payable, it shall be paid in addition to the Charges immediately upon receipt of Allied Healthcare's relevant invoice.
- 3.2 Although Members are self-employed, Allied Healthcare is required by the Inland Revenue and the Department of Social Security to deduct tax and National Insurance where appropriate. Such sums will be incorporated into the Charges.
- 3.3 All charges are subject to regular review and variations will be notified to you in writing 7 days prior to them coming into force.
- 3.4 If you are late with your payments, Allied Healthcare may, without prejudice to its other rights, suspend the services of the Members. If no payment is received within 14 days after the date of invoice a 10% surcharge will be levied on the invoice. Allied Healthcare reserves the right to require a deposit from you as security against final payment in an amount to be agreed.

4. PERMANENT RECRUITMENT

If you employ a Member, Allied Healthcare may claim a one off transfer fee in consideration of the introduction, whether the approach for employment is made by you or by a third party on your behalf or by the Member. Allied Healthcare will request such a fee no later than eight weeks after the end of a Member's assignment or 14 weeks after the start of the Member's first assignment, whichever period ends later. In place of payment of the transfer fee you may instead elect by notice of 4 weeks to extend the hire period of the Member by 6 weeks on no less favourable terms, after which time you may employ the Member directly without further charge. Where you wish to pay the one-off transfer fee please contact your Branch office to confirm the fee, which will normally be 15% of the Member's expected earnings for the first year. It should be noted this service is subject to Value Added Tax, which will be charged at standard rates.

5. TIMESHETS

The Charge is based upon timesheets completed by the Members. Timesheets are binding on you whether countersigned by you or not.

6. ACCOMMODATION AND MEALS

You are required to provide meals for Members on residential duties and adequate facilities to rest or sleep for Members on sleeper duties. You may not deduct the cost of meals or any other type of benefit in kind for a Member from the invoice of Allied Healthcare.

7. AMENDMENTS TO BOOKINGS

You must give Allied Healthcare at least 3 days notice if you wish to reduce, cancel or amend the booked services of the Member. If you fail to do so, Allied Healthcare will charge you the full cost of the relevant shift. If a Member leaves an assignment prematurely or fails to attend, please telephone the relevant branch of Allied Healthcare immediately.

8. INSURANCE CLAIMS

Nursing and other care may be covered by your own or a patient's private medical insurance. Except where the insurance policy specifically names Allied Healthcare as a supplier in its conditions, you must pay the charges in accordance with clause 3. The user of the service provided by Members will be expected to have insurance in the event that premises are damaged in any way.

9. REGULATIONS

You must ensure that at all times you comply with the provisions of applicable statutory rules and regulations including, without limitation, any relevant health and safety regulations, the Working Time Regulations 1998 and any legislation relating to discrimination.

10. WARRANTIES

Allied Healthcare warrants to you that it will use reasonable skill and care in supplying Members pursuant to this Agreement. Save for any representations made fraudulently, to the fullest extent permitted by law, all other conditions, guarantees, warranties, terms, representations and undertakings expressed or implied, statutory or otherwise of Allied Healthcare are excluded.

11. LIMITATION OF LIABILITY

- 11.1 Subject to clause 11.3, Allied Healthcare's entire aggregate liability (including any liability for the acts and omissions of any of its employees, agents and sub-contractors) to you in respect of any breach of this Agreement and any negligence, breach of statute, representation, statement or tortious act or omission arising under or in connection with this Agreement (each an "Event of Default") is limited to the total Charges paid by you to Allied Healthcare under this Agreement in the 12 months preceding the Event of Default.
- 11.2 If a number of Events of Default give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under this Agreement. You shall afford Allied Healthcare not less than 30 working days in which to remedy any Event of Default under this Agreement.
- 11.3 Allied Healthcare's liability to you for fraudulent misrepresentation and death or personal injury resulting from Allied Healthcare's own negligence or that of its employees, agents or sub-contractors shall not be limited or excluded.
- 11.4 Subject to clause 11.3, Allied Healthcare shall not be liable for loss of profits, loss of revenue, loss of goodwill, loss of contracts, loss of anticipated savings or any type of special, indirect or consequential loss (including such loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Allied Healthcare had been advised of the possibility of you incurring the same.

12. TERMINATION

- 12.1 Subject to earlier termination made pursuant to clause 12.2, this Agreement shall continue for the Term.
- 12.2 Allied Healthcare may terminate this Agreement with immediate effect if:
 - (a) you commit a breach of this Agreement which, if remediable, is not remedied within 30 days following notice from Allied Healthcare;
 - (b) you pass a resolution for your winding-up, a court of competent jurisdiction makes an order for your winding-up, or the presentation of a petition for your winding-up which is not dismissed within seven days;
 - (c) you enter into administration or an administration order is made in relation to you or a receiver is appointed over or an encumbrancer takes possession of any of your assets;
 - (d) you make an arrangement or composition with your creditors generally or make any application to a court of competent jurisdiction for protection from your creditors generally;
 - (e) Allied Healthcare believes there is a risk to the service user or Member, as described in 2.3, and it does not believe the risk has been sufficiently remedied for it to be able to continue to provide Members.
- 12.3 Upon termination of this Agreement all amounts outstanding from you shall become due. The rights and abilities of you and Allied Healthcare which have accrued prior to termination or which by their nature are intended to survive termination shall continue to subsist following termination of this Agreement.

13. GENERAL

- 13.1 Any complaints about the Members must be made and will be handled in accordance with the complaints procedure set out in the Documentation.
- 13.2 You shall not assign, sub-license, declare a trust over or otherwise transfer this Agreement and/or the rights granted hereunder without the prior written consent of Allied Healthcare.
- 13.3 You and Allied Healthcare are and shall remain independent contractors. Nothing in these terms shall be deemed to establish a partnership, joint venture or agency relationship between you and Allied Healthcare.
- 13.4 This Agreement (and any dispute or claim of whatever relating to it or its formation) shall be governed by and interpreted in accordance with English law. You and Allied Healthcare irrevocably submit to the exclusive jurisdiction of the courts of England.
- 13.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement and no rights or benefits impliedly conferred by it shall be enforceable under that Act against you and Allied Healthcare by any other person.
- 13.6 No failure or delay by you or Allied Healthcare to exercise any rights under this Agreement shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.
- 13.7 If any provision of this Agreement is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be divisible from this Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.
- 13.8 Neither you nor Allied Healthcare shall be liable to the other for any breach of this Agreement caused by an event or circumstance beyond its reasonable control including (without limitation) any act of God, weather, failure of power supplies, flood, drought, lightning or fire, strike, lock-out or trades disputes or labour disturbance, the act or omission of government or other competent authority, war, military operations, act of terrorism or riot.
- 13.9 These terms and conditions shall prevail over any terms and conditions which may have been or will be supplied by you.