

12364



INTER-COUNTY NURSING & CARE SERVICES

90 HIGH STREET, BURNHAM, BUCKINGHAMSHIRE SL1 7TD. TEL: 01628 665271 FAX: 01628 666532

NOTIFICATION AND CONDITIONS OF EMPLOYMENT

To SISTER. DR/AD WARD.
GOSPORT. WARD METTORIA HOSPITAL.
BURY ROAD.
GOSPORT. PO12 3P.W.

Nurses' Act
(Scotland) 1951
Nurses' Agencies
Act, 1957

This is to inform you that M RS. KATHLEEN. NORRIS
who has been instructed to report to you on WEDNESDAY 15 - OCT. 97.

is:- GN(G). P.I.N. 7041161E Expiry 05/99.

Date 15-10-97. Signature _____

Code A
HCN Nurse manager

THIS NURSE will be employed by you in accordance with our standard conditions and current scale of charges.

ACCOUNTS are rendered weekly: those remaining unpaid after 7 days are liable to a surcharge.

The nurse will not be expected to cook or to undertake domestic duties other than those which directly affect the patient.

TERMS AND CONDITIONS OF SUPPLY OF NURSING STAFF

1. DEFINITIONS

- "The Nursing Agency" - means Inter-County Nursing & Care Services
- "The Client" - means the person, firm or corporate body using the services of the Nurse.
- "The Nurse" - means the qualified nurse, midwife or other qualified person currently registered with the United Kingdom Central Council for Nursing, Midwifery and Health Visiting ("UKCC") introduced by the Nursing Agency and engaged by the Client for the Assignment.
- "The Assignment" - means the period during which the nurse is engaged to render services to the client.



2. THE CONTRACT

- (a) These terms and conditions constitute the contract between the Nursing Agency and the Client and are deemed to be accepted by the Client by virtue of its interview or engagement of the Nurse.
- (b) No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by the Nursing Agency.

3. TIMESHEETS

- (a) At the end of each 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 the Assignment) the Client shall sign the timesheet of the Nursing Agency verifying the number of hours worked by the Nurse during that period.
- (b) Signature of the timesheet by the Client constitutes acceptance that the Nurse's services have been provided for the hours indicated on the timesheet and that such services have been satisfactory.

4. CHARGES

The Nursing Agency has been authorised by the Nurse to collect on her behalf monies due from the Client for the supply of her services. The fees charged by the Nursing Agency are calculated at an hourly rate or fraction thereof and represent the hourly rate paid to the Nurse on behalf of the Client plus the Nursing Agency's commission, employers National Insurance and VAT as appropriate. The Client shall pay the Nursing Agency's charges current at the commencement of the Assignment although these may be varied with immediate effect from time to time during the Assignment. The charges are invoiced to the Client on a weekly basis and are payable within seven days. Travelling, hotel and other expenses as may be agreed shall be added to or deducted from the invoice as appropriate.

5. REMUNERATION AND DEDUCTIONS

The Nursing Agency acts as the Nurse's agent in introducing Nurses for the Assignment. Notwithstanding this the Nursing Agency is responsible for the Nurse's remuneration and for the deduction and payment of National Insurance Contributions and PAYE as required by law in respect of temporary workers.

6. INTRODUCTION FEE

- (a) The engagement or use by a Client of a Nurse introduced by the Nursing Agency, whether for a definite or indefinite period or the introduction of such Nurse to other employers with a resulting engagement, renders the Client subject to the payment of an introduction fee calculated at 8% of the annual commencing gross taxable remuneration and taxable emoluments payable by the Client to the Nurse, or the equivalent thereof provided that the engagement takes place within a period of six months from the termination of any Assignment.
- (b) In the event of any engagement or use of the Nurse in accordance with sub-clause (a) the Client shall forthwith notify the Nursing Agency and provide details of any remuneration payable to the Nurse.

7. LIABILITY

- (a) Whilst every effort is made by the Nursing Agency to ensure reasonable standards of skills, integrity and reliability from Nurses carrying out Assignments, no liability will be accepted by the Nursing Agency for any loss, expense or damage arising from any failure to provide a Nurse for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Nurse.
- (b) Nurses 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 Nurse. Save as aforesaid, the Client will comply with all legal requirements to which it is ordinarily subject in respect of its employees, including in particular the provision of adequate employers' and public liability insurance but excluding the matters referred to in Clause 5.
- (c) 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 Nurses under these Terms and Conditions.

8. CANCELLATION

- (a) In the event that any Nurse supplied by the Nursing Agency is not satisfactory, the Nursing Agency may at its discretion reduce or cancel the charges for the time worked by the Nurse, provided that the Client dismisses the Nurse within three hours of commencement of the Assignment and notifies the Nursing Agency immediately upon dismissal and confirms the same in writing within 48 hours.
- (b) Where the Client wishes to terminate an Assignment it must give 24 hours notice to the Nursing Agency, failing which it shall be liable to pay a cancellation charge to the Nursing Agency on behalf of the Nurse equal to 8 times the hourly charge rate for the Nurse.

9. NHS ONLY - Retrospective Pay Awards

Where pay settlements agreed by the Whitley Council are effective retrospectively, the agency shall have the right to increase its scale of charges retrospectively in accordance with such increases. The Client agrees to honour invoices relating to retrospective payments, including amounts for employer's Earnings Related Insurance, the Agency's commission and VAT.

12364

**PORTSMOUTH HEALTHCARE NHS TRUST
GOSPORT WAR MEMORIAL HOSPITAL
AGENCY REQUEST FORM**

A Request from: Duty SR Date: 15/10/97

Class of Agency cover required: trained

Reason for use of Agency Staff: Sickness

Holiday _____

(Please tick) Vacancy _____

Maternity Leave _____

Other _____

Grade or specific skills / experience required: Hospital experience

Location: Dryad

Date required from: wed 15/10/97 to Thurs 16/10/97

Hours and times to be covered daily: 20.15 - 07.45

To report to: DR SR Walker at Dryad.

B Approved by: **Code A** Date 15.10.97

Name of Agency supplying cover: Inverclyde

Hourly rate (+details of any special payments) agreed: _____

Date booking confirmed with Agency: _____

Agency contact regarding this booking: All contracted agencies contacted i no result.

Name(s) of individual(s) being supplied by Agency _____

Catherine NORRIS

C Date Request form received 20.10.97

Date invoice received _____