



# 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-in-Charge  
GOSPORT WAR MEMORIAL HOSP,  
BURY, RAD, GOSPORT. PO123PW

This is to inform you that the following have been instructed to report to you:

Name: MARK ALLEN Date: 11.1.97

Name: ..... Date: .....

Name: ..... Date: .....

Name: ..... Date: .....

Name: ..... Date: .....

Name: ..... Date: .....

Name: ..... Date: .....

Signature **Code A** Date 17.1.97  
RGN Area Nurse Manager

**THE CARER/S will be Code A and by you in accordance with our standard conditions of current scale of charges. Accounts are rendered weekly: those remaining unpaid after 7 days are liable to a surcharge.**

### TERMS AND CONDITIONS OF SUPPLY OF NURSING AUXILIARIES

1. DEFINITIONS
  - "The Agency" - means Inter County Nursing & Care Service
  - "The Client" - means the person, firm or corporate body using the services of the Carer.
  - "The Carer" - means the person introduced by the Agency and engaged by the Client for the Assignment.
  - "The Assignment" - means the period during which the Carer is engaged to render services to the client.
2. THE CONTRACT
  - (a) These terms and conditions constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of its interview or engagement of the Carer.
  - (b) No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by the 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 Agency verifying the number of hours worked by the Carer during that period.
- (b) Signature of the timesheet by the Client constitutes acceptance that the Carer's services have been provided for the hours indicated on the timesheet and that such services have been satisfactory.

### 4. CHARGES

The Agency has been authorised by the Carer to collect on her behalf monies due from the Client for the supply of her services. The fees charged by the Agency are calculated at an hourly rate or fraction thereof and represent the hourly rate paid to the Carer on behalf of the Client plus the Agency's commission, employers national insurance and VAT as appropriate. The Client shall pay the 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. The Agency reserves the right to charge the client interest at the rate indicated on each invoice for any delayed payment. 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 Agency acts as the Client's agent in introducing Carers for the Assignment. Notwithstanding this the Agency is responsible for the Carer'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 Carer introduced by the Agency, whether for a definite or indefinite period or the introduction of such Carer 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 Carer, 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 Carer in accordance with sub-clause (a) the Client shall forthwith notify the Agency and provide details of any remuneration payable to the Carer.

### 7. LIABILITY

- (a) Whilst every effort is made by the Agency to ensure reasonable standards of skills, integrity and reliability from Carer carrying out Assignments, no liability will be accepted by the Agency for any loss, expense or damage arising from any failure to provide a Carer for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Carer.
- (b) Carers 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 Carer. 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 Agency against any costs, claims, damages and expenses incurred by the Agency arising out of the engagement of Carers under these Terms and Conditions.

### 8. CANCELLATION

- (a) In the event that any Carer supplied by the Agency is not satisfactory, the Agency may at its discretion reduce or cancel the charges for the time worked by the Carer, provided that the Client dismisses the Carer within three hours of commencement of the Assignment and notifies the 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 Agency, failing which it shall be liable to pay a cancellation charge to the Agency on behalf of the Carer equal to 8 times the hourly charge rate for the Carer.

### 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.