

PLEASE COMPLETE AND RETURN

New Employee Starter Form

Title: Mr / Ms / Miss / Mrs (Please Circle) Marital Status: _____

First Name/s: _____ Last Name: _____

Full Address: _____
_____ Postcode: _____

Home Tel: _____ Mobile: _____

Nationality: _____

National Insurance Number: _____ Date of Birth: _____

Profession: _____

Please Circle: TAX Status: PAYE / Self-Employed / Limited Company / Composite Company

If you are self-employed or a limited company, you must attach relevant proof and copies of Certificates.

(If applicable) Have you completed a P46 and attached it: YES / NO or attached you P45: YES / NO

Payment Method: BACS or Cheque Start Date with _____

BANK DETAILS

Name of Bank/Building Society: _____

Branch Address: _____
_____ Postcode: _____

Full Name of Account Holder: _____

Account Number: _____ Sort Code: _____

Roll Number (if applicable): _____

I confirm that the above information is correct:

Signed: _____ Print: _____

Date: _____

IMPORTANT – PLEASE READ

Timesheet & Pay Procedures

- You must complete timesheet each week.
- Timesheets are enclosed.
- When totaling your hours, ensure you round them up or down to the nearest quarter of an hour, (e.g. 35 hours & 10 minutes = 35¹/₄ or 38hours & 40 minutes = 38³/₄).
- Ensure your timesheets are signed by the client to confirm hours worked.
- You must fax or send your timesheet to me on a Monday. *Fax – 0845 20 20 331
- The deadline for us to receive timesheets is Monday morning before 12am.
- Your wages will be calculated on Monday afternoon and sent via BACS to your bank will be clear in your bank account on the Friday morning, therefore it is imperative that you adhere to the timesheet deadlines times.
- Alternatively, if you requested to be paid by cheque, your cheque will arrive with you on Friday.
- Please complete the enclosed New Employee Starter Form, ensuring your back details are correct and you have returned your P45 / P46 or a copy of your Limited Company Corporation Certificate or confirmation from your accountant of being Self-Employed, (whichever is applicable).

Tax & National Insurance

- If your **NOT Self-Employed** or Ltd or Composite Company – we will calculate your wages on PAYE. You must provide us with a P45. If you do not have a P45 from your last employer, you are required to complete the enclosed P46 and return it before we process your first timesheet.
- Please provide proof of your National Insurance Number, (i.e. copy of your NI Card or a copy of previous Pay Slip or any Tax Documents).
- If you **ARE Self-Employed** or Ltd or Composite Company – **you must** provide us proof of such status before we can process your invoices. If you are Self-Employed, you must provide us proof from the Inland Revenue or from your Accountant, (we will not accept any other form of proof). If you are a Limited Company, you must provide us with a copy of your Company Corporate Certificate. In both cases, you must provide us with an invoice each week, in addition to your timesheet. Your invoice must include your name and full address, an invoice number, date issued, hours worked, place of work and rate of pay and total invoice figure. We cannot pay you until you invoice us. Address all invoices to Everyday Care Ltd.

Please Note – In April 2000, the Inland Revenue will be implementing new rules and regulations with regards to Self-Employed persons and Limited Companies who work on a locum or temporary basis. For more information, we suggest you contact your Accountant or the Inland Revenue Direct.

Conditions of Employment

- Please find enclosed two copies of our Standard Conditions of Employment.
- Please sign both copies and return one copy to us and keep one for your own records.

Notice Period

- Both clients and locums are required to give 5 working days notice if the booking is to be cancelled before the agreed date, for whatever reason.

If you have any queries, please telephone: 0845-2020221

1. Definitions

1.1. In these terms and conditions of engagement ("Terms") the following definitions apply unless the context otherwise requires:-

"Assignment" - means the period during which the Temporary Worker is supplied by the Employment Business to render services to the Client as set out in the relevant Schedule;

"Client" - means the person, firm, corporate body or unincorporated association requiring the services of the Temporary Worker together with any associated company or subsidiary of the same as defined by the Companies Act 1985 as amended or re-enacted from time to time and as identified in the relevant Schedule;

"Employment Business" - means Everyday Care Limited of Branston Court, Branston Street, Birmingham, B18 6BA;

"Schedule" - means the details of specific Assignments to be carried out by the Temporary Worker;

"Temporary Worker" - means you the locum

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. The Contract

2.1. These Terms are intended to be a framework for the supply of services by the Temporary Worker to Clients. Accordingly, for each Assignment, a new Schedule will be notified to the Temporary Worker. Each Schedule constitutes a separate agreement between the Employment Business and the Temporary Worker on and subject to these Terms (together "the Contract"). However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.

2.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from his remuneration in accordance with clause 4.1.

2.3. Unless otherwise agreed in writing by the Employment Business, these Terms govern the Contract to the exclusion of any other terms and conditions.

2.4. No variation or alteration of these Terms shall be valid unless approved by the Managing Director of the Employment Business in writing (or any other person specifically authorised by the Managing Director to give such approval).

3. Assignments

3.1. The Employment Business will use all reasonable endeavours to obtain suitable Assignments for the Temporary Worker to work within their profession as appropriate.

3.2. The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that such suitability shall be determined solely by the Employment Business; and that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work.

3.3. For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.

3.4. If during the course of an Assignment or within six months after the end of an Assignment the Client wishes to employ the Temporary Worker direct, the Temporary Worker acknowledges that the Employment Business will be entitled to charge the Client an introduction fee.

3.5. It is a condition of membership with the Employment Business that the Temporary Worker has appropriate professional indemnity insurance cover. The Temporary Worker is responsible for all of his acts and omissions during the course of an Assignment and the Employment Business cannot accept any responsibility for any loss or damage that may arise out of or in connection with the performance of the services by the Temporary Worker on an Assignment. Lack of professional indemnity cover, may restrict the amount or nature of work available to the Temporary Worker.

4. Remuneration

4.1. The Employment Business shall pay to the Temporary Worker remuneration calculated at a minimum hourly rate equal to the national minimum wage as set out in Regulation 11, National Minimum Wage Regulations 1999 as amended, substituted or re-enacted from time to time. The actual rate will be notified on a per Assignment basis in the relevant Schedule, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Section 134 of the Income and Corporation Taxes Act 1988 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make from time to time.

4.2. Subject to any statutory entitlement under the relevant legislation, and subject to clause 5.4 below, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of illness or absence for any other reason unless otherwise agreed.

4.3. In the event that:

4.3.1. the Assignment is cancelled by the Client on the basis that the services of the Temporary Worker are unsatisfactory; and

4.3.2. the Assignment is cancelled within four hours of the Temporary Worker commencing the Assignment where the booking is for more than a day; or

4.3.3. the Assignment is cancelled within two hours of the Temporary Worker commencing the Assignment where the booking is for a day or less;

the Employment Business shall be entitled to reduce or cancel the charges for the time worked by the Temporary Worker.

5. Statutory Leave

5.1. For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences on 1st January and ends on 31st December.

5.2. Under the Working Time Regulations 1998, the Temporary Worker is entitled to 4 weeks' paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year. Where the Temporary Worker wishes to take any leave to which he is entitled, he should notify the Employment Business in writing of the dates of his intended absence. The amount of notice that the Temporary Worker is required to give should be at least twice the length of the period of leave that the Temporary Worker wishes to take. For the avoidance of doubt, the Temporary Worker shall not be entitled to take leave during an Assignment.

5.3. The Temporary Worker should receive holiday pay in addition to the remuneration described in clause 4.1 above, albeit that both holiday pay and remuneration shall be paid as one "rolled-up" hourly rate. The Temporary Worker acknowledges that [20/261ths] of this hourly rate shall constitute holiday pay, and accepts that this part of the hourly rate is additional to the remuneration described in clause 4.1 above.

5.4. None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

6. Sickness Absence

6.1. The Temporary Worker may be eligible for Statutory Sick Pay provided that he meets the relevant statutory criteria.

6.2. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.

7. Timesheets

7.1. At the end of each week of an Assignment and/or at the end of the Assignment, the Temporary Worker shall deliver to the Employment Business his time sheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Client. Failure to submit a time sheet for hours worked may delay payment for those hours.

7.2. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which he is carrying out his activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

7.3. Except where advised to the contrary, throughout the period of the Assignment the Temporary Worker is responsible for meeting the cost of his own meals, telephone calls and accommodation. Allowances towards travel expenses must be agreed at the time of confirmation of booking in writing.

8. Conduct of Assignments

8.1. The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every Assignment and afterwards where appropriate, he will:–

- a) comply with all policies, procedures, requirements or codes of conduct of any professional body to which the Temporary Worker belongs;
- b) co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- c) observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- d) take all reasonable steps to safeguard his own health and safety and that of any other person who may be present or be affected by his actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
- e) not engage in any conduct detrimental to the interests of the Client;
- f) not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances or relating to any associates, suppliers or customers of the Client or the Employment Business where knowledge of such information was received during the period of the Contract.

8.2. The Employment Business is not entitled to and does not in practice seek to exercise supervision or control as to the manner in which the services are provided under any Assignment by the Temporary Worker.

8.3. The Temporary Worker shall be entitled to a rest break of twenty minutes during any six-hour period during which the Temporary Worker is performing the services, the subject matter of the Assignment. The Temporary Worker is solely responsible for ensuring that it takes such rest breaks which should wherever practicable be taken in accordance with the Client's instructions.

8.4. If the Temporary Worker is unable for any reason to attend work during the course of an Assignment he should inform the Client or the Employment Business within one hour of the commencement of the Assignment or the Temporary Worker's next scheduled shift.

9. Termination

9.1. The Employment Business or the Client may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time.

9.2. The Temporary Worker may terminate an Assignment at any time without notice to the Employment Business.

9.3. If the Temporary Worker does not inform the Client or the Employment Business in accordance with clause 8.4 should they be unable to attend work during the course of an Assignment this will, at the election of the Client or the Employment Business, be treated as termination of the Assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him from complying with clause 8.4.

9.4. If the Temporary Worker is absent during the course of an Assignment and the Contract has not been otherwise terminated, the Employment Business will be entitled to terminate the Contract in accordance with clause 9.1 if the work to which the Temporary Worker was assigned is no longer available for the Temporary Worker.

9.5. If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period of fourteen weeks, the Employment Business will forward his P45 to his last known address.

10. Verification and Data Protection

10.1 It is a condition of the Contract that you permit the Employment Business to undertake such checks from third parties as may be necessary to determine your suitability to be a Temporary Worker. Such checks may comprise checks on your experience, training, qualifications, health and authorisation. In addition, you will be required to sign an application form to the Criminal Records Bureau authorising the Employment Business to obtain an appropriate disclosure that indicates your suitability for working with children/vulnerable adults. Until the Employment Business is satisfied that you are fit to work with children/vulnerable adults, you will not be able to take up any Assignment. The

Employment Business shall not be liable to you for any losses incurred by you arising out of or in connection with any delay in your application whether caused by the Criminal Records Bureau or otherwise.

10.2 In accordance with the Data Protection Act 1998 (as amended or re-enacted from time to time), all information gathered during the registration process is used by the Employment Business to:

10.2.1 assess the Temporary Worker's suitability to be a Temporary Worker (which may include taking up references and providing copies of your references to a third party); and

10.2.2 inform you of suitable work opportunities by mail, email and telephone.

10.3 We may also use your data to conduct market research and to keep you informed of the latest health care developments, legislation, policy changes and company initiatives. We may also contact you with offers of goods and services that we believe may be of interest to you. If you do not want to receive such information, please indicate this at time of registration.

10.4 Sensitive data: racial or ethnic origin information is for monitoring purposes only, health and criminal records data is used for selection purposes only. By agreeing to these Terms the Temporary Worker is expressly permitting the Employment Business to use this information in this way.

11. Working Time

In compliance with the implementation of the Working Time Regulations, the Employment Business recommends that working time should not exceed 48 hours per week. However, should you wish to waive this right, please indicate this at time of registration.

You can change your chosen option at any time by giving three months' notice in writing to the Employment Business. "Working Time" shall include only the period of attendance at each individual Assignment through the Employment Business. It shall not include any travelling time unless specifically agreed by the Employment Business branch manager.

12. Confidentiality

12.1 Except as required by law or by any relevant authority, or to the extent that information has come into the public domain through no fault of the receiving party, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing their obligations which relate to the provisions or subject matter of the Contract, to any other party.

12.2 The provisions of this clause 12 shall survive termination of the Contract.

13. Entire Agreement

The Contract contains the entire agreement between the parties and understanding between the parties and supersedes all prior agreements, understandings or arrangements whether oral or written between the parties in respect of the subject matter of the Contract. The parties acknowledge that they have not entered into the Contract in reliance on any representation not expressly set out in the Contract and neither party shall be liable in respect of any representation made prior to and not contained in the Contract unless it was made fraudulently.

14. Third Party Rights

Except as expressly provided in the Contract, no provision of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to them.

15. LAW

This Contract is governed by the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

I agree to accept the minimum hourly rate of pay as £.....

Print name:

Signed on behalf of Everyday Care Limited:

Signature:

Position:

Date: