

# TERMS OF ENGAGEMENT FOR TEMPORARY WORKERS

## 1. DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply:-

<b>'Assignment'</b>	means the period during which the Temporary Worker is supplied to render services to the Client;
<b>'Client'</b>	means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985;
<b>'Employment Business'</b>	means Ambition Recruitment Services Ltd, Nursing Services of the UK and any other related companies from time to time, collectively the 'Corporate Group', Group House, 92-96 Lind Road, Sutton, Surrey, SM1 4PL;
<b>'Temporary Worker'</b>	means the trained nurse, care assistant, social worker or other temporary worker who agrees to and is provided with a copy of these terms of engagement.

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.

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## 2. THE CONTRACT

2.1 These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. 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 may be required to make statutory deductions from his remuneration in accordance with clause 4.1.

2.3 No variation or alteration of these Terms shall be valid unless approved by a director of the Employment Business in writing.

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## 3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work in fields specified by the Temporary Worker on his/her application forms (updated as necessary). There is no charge for this work finding service although the Employment Business does, from time to time, provide services for which a charge is made. Details of these are available on request and are on the Employment Business' website [www.A24group.com](http://www.A24group.com). Provision of work finding services is not conditional on use of any of the Employment Business' chargeable services.

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available. The Temporary Worker further agrees that 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 The Temporary Worker shall not be obliged to accept any Assignment offered by the Employment Business.

3.5 The Temporary Worker may not under any circumstances introduce any other person to supply services in place of the Temporary Worker.

3.6 If during the course of an Assignment or within certain periods after the end of an Assignment or after an introduction where no assignment took place the Client wishes to employ the Temporary Worker direct (or assist another body to employ the Temporary Worker direct), the Temporary Worker acknowledges that under certain circumstances the Employment Business will be entitled either to charge the Client an introduction fee or a period of extended hire.

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## 4. REMUNERATION

4.1 Unless otherwise agreed the Employment Business shall pay to the Temporary Worker remuneration calculated at the hourly rate as displayed in the Employment Business' pay rate schedules (available on request and on the Employment Business' website [www.A24group.com](http://www.A24group.com)). Where such schedules indicate a range of hourly rates (the lower end of the range being the minimum hourly rate payable) the Employment Business will decide on the rate according to a range of factors. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears for all work satisfactorily performed, subject to PAYE, National Insurance and any other deductions which the Employment Business may be required by law to make. Payment of remuneration to the Temporary Worker is not contingent upon the Employment Business being paid by the Client.

- 4.2 Subject to any statutory entitlement under the relevant legislation, 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 holidays, illness or absence for any other reason.
  - 4.3 The Temporary Worker is entitled to join the Employment Business' stakeholder pension scheme.
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## **5. STATUTORY LEAVE**

- 5.1 For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998, the leave year commences on 1st October annually.
  - 5.2 Under the Working Time Regulations 1998, the Temporary Worker is entitled to up to 5.6 weeks per year of annual leave. All entitlement to earned 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.
  - 5.3 Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year and is calculated according to the previous 12 weeks worked.
  - 5.4 In the course of any assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth of his total holiday entitlement in each month of his leave 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 Employment Business requires four weeks' written notice of intention to take holiday. This is to be sent to the holiday manager in the payroll department in the Sutton Head office.
  - 5.5 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.
  - 5.6 Temporary Workers who provide their services via an intermediary organisation or on a self-employed basis are not entitled to holiday pay.
  - 5.7 No person shall be able to work for the Employment Business whilst on annual leave.
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## **6. SICKNESS ABSENCE**

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

- 7.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a time sheet duly completed to indicate the number of hours worked 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. Failure to co-operate in the Employment Business' timesheet process may constitute a breach of this contract for which damages might be claimed.
  - 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 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.
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## **8. CONDUCT OF ASSIGNMENTS**

- 8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he/she does so, during every Assignment and afterwards where appropriate, he/she will:-
  - a) co-operate with the Client and/or the Client's staff, accept reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's home or organisation;
  - b) be present at such times as may be stipulated by the Client and unless arrangements have been made to the contrary, to conform to the normal hours of work agreed at the premises where the assignment is to be carried out;
  - 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 and the Employment Business;
  - 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;
  - g) act in a professional and courteous manner;
  - h) be responsible for the provision of a uniform and any necessary equipment;
  - i) co-operate with the Employment Business' staff and accept their direction, supervision and control.
- 8.2 If the Temporary Worker is unable to attend work during the course of an Assignment he should inform the Client and the Employment Business by no later than 7.30am on the first day of absence to enable alternative arrangements to be made.

## **9. TERMINATION OF COMMENCEMENT**

- 9.1 Before commencing any assignment the Temporary Worker must provide the Employment Business with confirmation that he has not been convicted of or cautioned in relation to any criminal offence. In the event that the Temporary Worker is charged with or cautioned in relation to any criminal offence he must inform the Employment Business immediately and provide regular reports about the progress of proceedings.
- 9.2 The Temporary Worker will fully co-operate with the Employment Business in relation to any criminal record checks which The Employment Business is required to carry out.
- 9.3 Before commencing any assignment the Temporary Worker must inform the Employment Business about any complaint made against him/her that is relevant to their professional competence, standing or conduct. In the event that the Temporary Worker becomes the subject of a complaint he/she must inform the Employment Business immediately and provide regular reports about the progress of proceedings.
- 9.4 The Employment Business will inform the Temporary Worker about any complaint made against him/her that is relevant to his/her professional competence or conduct.
- 9.5 Where the Temporary Worker wishes to raise any complaint about any matter, he/she should do so in accordance with the Employment Business' complaints procedure.
- 9.6 Unless otherwise agreed the Employment Business or the Client may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time.
- 9.7 Unless otherwise agreed the Temporary Worker may terminate an Assignment at any time without prior notice or liability.
- 9.8 If the Temporary Worker does not inform the client or the Employment Business should they be unable to attend work during the course of an Assignment this will be treated as termination of the Assignment by the Temporary Worker unless the Temporary Worker can show that exceptional circumstances prevented informing the Employment Business of the absence.
- 9.9 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 9.6 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

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## **10. SPECIAL PROVISIONS**

- 10.1 The Temporary Worker must provide the Employment Business with all requested proof of qualifications, references, recent photographs (for identification purposes), access to health records and medical registrations as may be requested in order for the Employment Business to satisfy itself that the Temporary Worker is fit to be supplied to Clients. The Temporary Worker accepts that the Employment Business is or may be required to handle/process this (and other personal information as reasonably requested from time to time) and may need to share such information with its agents or third parties as part of performing its duties. The Temporary Worker recognises such obligations on the Employment Business and hereby consents to the handling, processing and divulging (whether in the UK, the European Union or elsewhere) of such information as may be necessary for the Employment Business (or its agents) to perform its duties.
- 10.2 In the situation where the Temporary Worker is a qualified nurse, the Nurse should ensure that her registration with the NMC remains effective at all times and that she complies with the NMC Professional Code of Conduct during every Assignment. In the situation where the Temporary Worker is a Carer without relevant National Vocational Qualification, the Carer shall register to for the relevant NVQ within the first six months of commencing an Assignment with the Employment Business and shall complete the qualification within three years. In all cases Temporary Workers with professional qualifications and who rely thereon for agency work must ensure full and current compliance with the appropriate professional requirements.
- 10.3 The Temporary Worker is strongly recommended to effect professional indemnity insurance cover.
- 10.4 The Temporary Worker should advise the Employment Business immediately if offered any employment or engagement by the Client or any third party to whom she is introduced by the Client and is also requested to provide details to the Employment Business of any remuneration offered.
- 10.5 The Temporary Worker is required to advise the Employment Business of any medical condition or any change in state of health that could impact upon ability to carry out Assignments or her eligibility for Assignments.
- 10.6 The Temporary Worker must follow and co-operate fully with the formal induction procedure of the Employment Business and undertake any training specified by the Employment Business.
- 10.7 Throughout each Assignment, the Temporary Worker must comply with the Employment Business' policies and/or procedures:
  - 10.7.1 on standards of conduct and all organisational matters as set out in the Employment Business's handbook;
  - 10.7.2 on the safe handling of client money and property. In addition the Temporary Worker hereby agrees not to be involved in assisting in the making of or benefiting from the Will or Codicil of any patient whom the Temporary Worker is supplied by the Employment Business to assist, nor will the Agency Worker become involved in any other legal documentation concerning the Client's affairs;
  - 10.7.3 in relation to the entry and departure from Client's home;
  - 10.7.4 which apply in the event of a non-response from the Client at the premises where the Assignment is to be performed or in the event of any accident or other emergency at the premises;

- 10.7.5 regarding the detailed records which the Agency Worker is required to maintain during an Assignment which shall be advised to the Agency Worker; and
- 10.7.6 which concern the administration of or assistance with medication (including all record keeping requirements) and which will also identify the limits to assistance and the tasks which may not be undertaken without specialist training.
- 10.8 At all times during an Assignment, the Temporary Worker shall wear an identification badge, which shall provide details of his/her name, which identifies the Employment Agency and which features a contemporary photograph of the Temporary Worker.
- 10.9 Where the Assignment takes place in the Client's home, the Temporary Worker shall ensure that any equipment used is in a safe condition. The Temporary Worker shall ensure that any necessary inspections of such equipment have taken place on time and, where necessary, the Temporary Worker shall notify any organisation supplying the said equipment that an inspection is required.
- 10.10 The Temporary Worker recognises the Employment Business' obligations under The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the Regulations) and hereby agrees to disclosures of personal information about the Temporary Worker as required in order for the Employment Business to comply with the Regulations.
- 10.11 Ambition 24hours is associated with Nursing Services of the UK, meaning that on occasion we can provide you with more than one type of assignment opportunity. Pay rates vary between the two divisions and therefore you should check the rate of pay at the point of booking or visit our website [www.a24group.com](http://www.a24group.com).

**11. LAW**

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.



Ambition House, 92-96 Lind Road, Sutton, Surrey SM1 4PL

E-mail: [info@a24group.co.uk](mailto:info@a24group.co.uk)

**[www.a24group.com](http://www.a24group.com)**

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**TERMS OF ENGAGEMENT FOR TRAINED NURSES, CARE ASSISTANTS AND OTHER TEMPORARY WORKERS**

These Terms of Engagement are acknowledged and accepted.

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SIGNED BY TEMPORARY WORKER

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

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E-MAIL

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HOME TEL

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MOBILE



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