

# Terms of Registration and Engagement for Nursing and Specialist Agency Staff

## 1. Definitions

1.1 In these Terms and Conditions the following definitions apply:

- "The Agency" means Medicat Limited of 4-6 Etloe Rd Westbury Park Bristol BS6 7PF, operating as an employment agency.
- "The Client" means the person, firm or corporate body using the services of the Nurse/Carer.
- "The Nurse" means the qualified nurse, or other qualified person currently registered within the Nursing and Midwifery Council, introduced by the Agency and/or engaged by the Client for the Assignment.
- "The Carer" means the Care Assistant introduced by the Agency and/or engaged by the Client for the Assignment.
- "The Nurse/Carer" means the person applicable introduced by the Agency and engaged by the Client for the Assignment under a contract for services.
- "The Assignment" means the period during which the Nurse/Carer is engaged through the Agency to render services to the Client on a temporary basis.

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

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

## 2. The Contract

2.1 These Terms and Conditions constitute a contract for services between the Nurse/Carer and the Agency and shall apply to all Assignments undertaken from time to time by the Nurse/Carer subject to any subsequent written variation of these Terms and Conditions. No contract for services shall exist between the Agency and the Nurse/Carer between Assignments.

2.2 These Terms and Conditions do not give rise to a contract of employment between the Agency and the Nurse/Carer and the Agency assumes no responsibilities as an employer. However, the Agency is required to make statutory deductions from remuneration paid to the Nurse/Carer in accordance with clause 6 below.

- 2.3 No variation or alteration to these Terms and Conditions shall be valid unless approved by the Agency in writing.
- 2.4 The Nurse/Carer appoints the Agency as agent to act on her behalf in arranging assignments by providing an introductory service and to collect remuneration from Clients on her behalf.

### **3. Assignments**

- 3.1 The Agency shall use its best endeavours to obtain suitable Assignments for the Nurse/Carer.
- 3.2 Any failure by the Agency to obtain a suitable Assignment for the Nurse/Carer shall not give rise to any liability on the part of the Agency. The Nurse/Carer recognises that there may be periods between Assignments when no work is available.
- 3.3 The Nurse/Carer is not obliged to accept any Assignment offered by the Agency.
- 3.4 Due to the nature of the services to be provided by the Nurse/Carer and legislation relating to the qualification of any Nurse or Care Assistant to provide such services, the Nurse/Carer may not under any circumstances introduce any other person to supply services in her place.
- 3.5 If the Nurse/Carer is unable for any reason to attend work on an assignment, she must inform the Agency within two hours of the commencement of an Assignment or shift.
- 3.6 Any failure by the Nurse/Carer to inform the Agency that she is unable to attend work during the course of an Assignment will be treated as termination of the Assignment by the Nurse/Carer unless the Nurse/Carer can show that exceptional circumstances prevented her from complying with the requirement to notify the Agency in accordance with clause 3.5 above.
- 3.7 If the Nurse/Carer is absent during the course of an Assignment which has not been otherwise terminated by the Agency, the Agency reserves the right to terminate the Assignment in accordance with clause 3.8 below if the Assignment to which the Nurse/Carer was allocated is no longer available for any reason.
- 3.8 The Agency reserves the right to terminate any Assignment at any time for any reason and the Nurse/Carer agrees that termination shall not give rise to any liability on the part of the Agency.
- 3.9 The Agency will forward the Nurse/Carer's P45 to the last known address in the event that the Nurse/Carer does not report to the Agency for a period of more than three weeks to notify her availability for work.

### **4. Working Time and Timesheets**

- 4.1 At the end of each week or at the end of an Assignment if shorter than a week the Nurse/Carer shall deliver to the Agency her timesheet duly completed to indicate the number of hours worked by the Nurse/Carer during the preceding week (or the appropriate lesser period) the timesheet must be signed by an authorised representative of the Client.

- 4.2 The Nurse/Carer will be entitled to pay for the hours worked carrying out duties and activities during the Assignment including reasonable travelling time (as notified by the Agency to the Nurse/Carer from time to time) to the Client's premises, meal or other rest breaks, irrespective of any failure by the Client to pay the Agency.
- 4.3 The Nurse/Carer must not agree with the Client any variation to the location, commencement, duration of or hours to be worked on the Assignment. The Nurse/Carer agrees to notify the Agency immediately if the Client requests any variation of the Assignment. Any variation to an Assignment agreed between the Agency and the Client and the Nurse/Carer will be confirmed to the Nurse/Carer by the Agency.
- 4.4 The requirements of the Working Time Regulations 1998 which impose on workers a maximum working weekly time (presently forty eight hours) will not apply to the Agreement. There may be occasions on which an Assignment may require the Nurse/Carer to work in excess of forty eight hours in any one week. If a Nurse/Carer wishes to work no more than forty eight hours per week, she must give the Agency not less than one week's notice in writing.
- 4.5 The Agency shall not be obliged to make payment to the Nurse/Carer unless the relevant timesheet shall have been completed and delivered in accordance with clause 4.1 above.

## **5. Rates of Pay**

- 5.1 The Agency's rate of pay applicable at the date of this Agreement is set out on the attached Schedule. Any variation in the rate of pay shall be in the Agency's sole discretion and shall be notified in writing to the Nurse/Carer. The Nurse/Carer shall be paid for each hour worked rounded up to the nearest quarter hour.

## **6. Payments**

- 6.1 Subject to clause 4 above the Nurse/Carer shall be paid in arrears on a weekly basis by the Agency for hours worked on an Assignment. Payment shall be made direct into the bank account of the Nurse/Carer. Failure to supply the Agency with relevant timesheets and the Nurse/Carer's bank account particulars may delay payment.
- 6.2 Deductions from pay will be made in respect of National Insurance Contributions, PAYE, Income Tax and any other deduction which the Agency is required by law to make in respect of the Nurse/Carer. The Agency will also make deductions in respect of CRB check charges, the cost of uniforms supplied by the Agency and default charges for courses which the Nurse/Carer has agreed to attend but did not.
- 6.3 Subject to any statutory entitlement and unless otherwise agreed the Nurse/Carer is not entitled to receive payment from the Agency or Client for time not spent on Assignment whether in respect of holidays, illness or absence for any other reason.

## **7. Holiday**

- 7.1 Holiday entitlement is in line with legislation and the Nurse/Carer is currently entitled to four weeks, four days paid holiday per annual leave year. Holiday entitlement accrues in proportion to the amount of time worked continuously by the Nurse/Carer

during the leave year. The amount of holiday pay to which the Nurse/Carer is entitled is calculated in accordance with and in proportion to the number of hours which she works on Assignments.

- 7.2 The Agency's holiday year is October - September. All entitlement to holiday must be taken during the holiday year in which it accrues otherwise it will be forfeit. The Nurse/Carer must give written notice to the Agency of at least twice the length of the period of holiday she wishes to take.

## **8. Obligations of the Nurse/Carer to Clients**

- 8.1 On any Assignment the Nurse/Carer agrees that she will comply with the following provisions for the benefit of the Client:

8.1.1 Conform to the Client's rules, regulations and standards of work and practice, co-operate with the Client's staff and accept the direction, supervision and instruction of any person in the Client's organisation to whom the Nurse/Carer is required to report

8.1.2 Conform to the Client's normal working hours unless alternative arrangements have been agreed with the Client

8.1.3 Comply with Health & Safety policies applicable to the Client's premises and to take all reasonable steps to safeguard her own safety and the safety of any other person who may be affected by her actions on the Assignment

8.1.4 Note that working excessive hours may create a health and safety risk for the Nurse/Carer and patients/residents. Whilst the Agency will not place a Nurse/Carer on any Assignment which requires working excessive hours, a Nurse/Carer is under a duty not to accept assignments with other agencies which may seriously affect her ability to perform any Assignment she has accepted with the Agency

8.1.5 Not engage in any conduct detrimental to the interests of the Client or residents

8.1.6 Maintain the confidentiality of residents/patients and the Client at all times

## **9. Special Provisions**

- 9.1 The Nurse/Carer agrees to provide the Agency in respect of any Assignment offered to her, the following information which may be copied and retained under these terms and conditions and copies provided to the Client if required:

9.1.1 Proof of identity

9.1.2 Proof of training and qualifications

9.1.3 Two references from persons not related to the Nurse/Carer

- 9.2 In order to comply with statutory requirements in force from time to time the Nurse/Carer is required to provide to the Agency her birth certificate (or equivalent document) and a passport photograph, copies of which may be retained by the Agency.

- 9.3 The Nurse/Carer will be required to wear a uniform on Assignment appropriate to the place of assignment.
- 9.4 The Nurse shall ensure she is a member of a recognised Nurses Trade Union.
- 9.5 A qualified Nurse shall ensure that her registration with the NMC remains in force at all times and that she complies with (i) NMC Professional Code of Conduct during every Assignment and (ii) all NMC CPD requirements to satisfy NMC Prep.
- 9.6 The Nurse must comply with the NMC guidelines on the administration of drugs and any additional procedures and/or safeguards required by the Client during the Assignment.
- 9.7 The Nurse/Carer must ensure that she has appropriate and adequate immunisation as may be required from time to time by the Client and Agency.
- 9.8 The Nurse/Carer must maintain her own Professional Indemnity insurance cover. A Nurse may obtain such insurance through the Royal College of Nursing. A Carer may discuss her insurance requirements with the Agency.
- 9.9 Carers must be trained in the delivery of basic care. Carers may obtain particulars of appropriate training through the Agency.
- 9.10 The Nurse/Carer is required to advise the Agency immediately of any medical condition or any change in state of health which may affect her eligibility for Assignments or ability to carry out Assignments.
- 9.11 Before commencing an Assignment the Nurse/Carer must provide the Agency with confirmation that she has not been convicted or cautioned in relation to any criminal offence. In the event that the Nurse/Carer is charged or cautioned in respect of any criminal offence, the Nurse/Carer shall inform Agency immediately.
- 9.12 The Nurse/Carer must immediately inform the Agency of any complaint made against her in connection with her professional competence or conduct at any time.
- 9.13 Nurses must ensure that they regularly obtain all appropriate mandatory training and certificates and attend the necessary study days in each 3-year period in order to satisfy NMC PREP policy.

## **10. Temp to Perm**

- 10.1 If during the course of an Assignment or within six months after the end of an Assignment the Client wishes to employ the Nurse/Carer direct, the Nurse/Carer acknowledges that the agency will be entitled to charge the Client an introduction fee.
- 10.2 The Nurse/Carer must advise the Agency immediately if she has been offered employment or engagement by the Client or any third party to whom she is introduced by the Client and provide details of any remuneration offered.

## **11. Gratuities**

- 11.1 The Nurse/Carer must not accept any gratuities, gifts or money (other than confectionery worth less than £5). The Agency may terminate any Assignment immediately upon being made aware of a breach of this clause.

**12. Law**

12.1 This Agreement shall be governed, construed and interpreted in accordance with the Laws of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales.

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**Acceptance of Terms of Registration and Engagement for Nursing Agency Staff.**

Nurse/Carer Copy: Date: ..... / ..... / .....

Signed for and on behalf of the Agency: .....

Signed by the Nurse/Carer: .....

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**Please sign below and return this slip to the registered office.**

**Agency Copy: Acceptance of Terms of Registration and Engagement for Nursing Agency Staff.**

Signed for and on behalf of the Agency: .....

Signed by the Nurse/Carer: .....

Full Name (Please print): .....

Date: ..... / ..... / .....