

Terms of Engagement for Temporary Workers

- 1 These Terms of Engagement (“the Terms”) form a contract for services and set out the entire agreement between you and MEDILINK CONSULTING Ltd (“the company”) (with the exception of details of the Rate for any Assignment). In Term, references to the singular include the plural) and the following definitions apply:
 - 1.1 “Client” means any person, firm company or organisation requiring the services of a temporary worker from the company;
 - 1.2 “Assignment” means any activity in the United Kingdom for which a Client seeks the services of a temporary worker from the company.
 - 1.3 “Rate” means your hourly rate of pay by the Company in respect of an Assignment
- 2 The Company is an employment business, which supplies temporary workers to its Clients. You wish to be provided with paid Assignments. The Company will endeavour to find suitable Assignments for you in accordance with and subject to these Terms. You are not obliged to accept any Assignment offered to you by the Company.
- 3 The relationship between the Company and you shall not be one of employment. The Company shall have no obligation to supply you with any minimum period of Assignment or any minimum number of Assignments to you. It shall be entirely within the discretion of the Company to determine whether you are suitable for any particular Assignment and whether you are more suitable than any other temporary worker with whom the Company has an agreement.
- 4 The Company shall explain the Rate to you at the start of any particular Assignment. You shall be paid at the Rate of hours worked during an Assignment in respect of which a timesheet is received from the Client, which is signed by an authorised representative of the Client.
- 5 It shall be your responsibility to deliver to the Company a duly signed timesheet for any hours worked. The company shall be under no obligation to make any payment to you unless a duly signed timesheet has been received within 4 weeks of the end of your assignment. The Company will attempt to pay you within 2 days (excluding weekends) of receipt of your timesheet and invoice, and it will in any event pay you within 7 days. Timesheets and invoices must be returned by 12am on Tuesday for payment to be released that week, in the event of documentation being received after this time scale, payment will be processed on the following Friday.
- 6 If MEDILINK CONSULTING disputes the Contractor’s invoice calculation MEDILINK CONSULTING shall within 2 working days of its receipt submit written representation to the Contractor of its reasons for dispute or showing the error in the calculation.
- 7 MEDILINK CONSULTING shall only be obliged to make payment for the Services carried out on behalf of the Client and shall not in any circumstances be responsible for payment of hours not worked whatever the reason thereof.
- 8 MEDILINK CONSULTING reserves the right not to make payments under the terms of this contract for any period during which the Authorized Personnel are unable to perform the Services because of strikes, walkouts, industrial disputes, any act of nature or force majeure.
- 9 MEDILINK CONSULTING reserves the right to suspend payments under the terms of this contract until such time as MEDILINK CONSULTING has received a signed contract

- 10 The Company will deduct income tax as appropriate rate under Schedule E together with the prescribed contributions to National Insurance from payments due to you if you have not produced evidence of being a corporate body as prescribed in the relevant legislation (or a tax exemption certificate where appropriate) In the event that you claim emoluments from the Company without any or all such deductions in accordance with the relevant legislation, you will indemnify both the company and each affected Client against all and any costs to or any claims, assessments, demands etc, which may made on against any or all of them in respect of income tax, corporate tax, advance corporation tax, value added tax, National Insurance contributions and all and any other taxes and revenues which may be payable by you as a result of any Assignment.
- 11 Other than in accordance with applicable legislation you are not entitled to payment: (a) in respect of pension; or (b) for time not spent on an Assignment
- 12 (whether as a result of illness, holidays including public holidays or any other reason).
- 13 Under the Working Time regulations 2001, you may in certain circumstances (Non Training Posts) qualify for paid holiday after 20 days (One Month) continuous engagement, and will not exceed 20 days per year. Your holiday year shall be the same as the tax year (i.e. starting on 6 April). Holiday entitlement accrues at a rate of 1.66 days a month throughout the holiday year. Holiday not taken in the holiday year will be lost. No pay or compensation will be paid for lost holiday.
- 14 You may only take paid holiday to the extent that you have accrued it by your period of continuous work. If you wish to take paid holiday, you must give at least one weeks' notice of the proposed holiday dates to the Company. Holiday pay will be paid at the rate of 40 hours a week or as per agreement if said hours are less than this figure. If a Limited Company is operated paid leave is not applicable.
- 15 Unless specifically agreed with the company in advance of an Assignment, neither the Company nor the Client shall be responsible for: (a) any arrangements for or cost of travel, subsistence or accommodation for you in connection with an Assignment; or (b) the reimbursement of expenses of incurred by you in connection with an Assignment.
- 16 While engaged on any Assignment, you must:
 - a. Co-operate with the Client and its employees and other workers and accept the direct, supervision and instruction of any responsible person in the Client's organisation;
 - b. Observe any rules and regulations of the Client's workplace to which your attention has been drawn or which you might reasonably be expected to anticipate or find out;
 - c. Conform to the normal hours of work for the Client's workplace (unless arrangements have been made in advance to the contrary with both the Company and the Client);
 - d. Take all reasonable steps while working for the Client safeguard you own safety and the safety of any others who may be present or affected by your actions during the assignment and comply with the Health and Safety policy of the Client;
 - e. Not engage in any conduct detrimental to the interests of the Client.
- 16 During any Assignment, you shall be under the direction and control of the Client from the time you report at the start of any Assignment until its conclusion. You
- 17 Understand in accepting an Assignment under these terms, but that the company has no obligation to provide insurance in respect of the Assignment nor any workplace supervision in connection with it. You will indemnify the Company and keep it indemnified against the cost and financial consequences of and occasioned by any and all claims against the Company arising out of any act or omission by you in connection with an Assignment.

- 18 The Company will check that you have a current registration with your professional body when you first seek work through the Company. You must maintain full or other appropriate registration with your professional body at all times when you are engaged on an Assignment. Failure to do so means that the Company shall not be obliged to pay you for work done while you were not fully registered. You must notify the Company immediately if there is a change to the status of your registration with your professional body.
- 19 You must ensure that throughout any Assignment you have full professional insurance and/or indemnity cover in force at all times. You must not jeopardise cover by being in breach of any condition of your insurance and/or indemnity scheme.
- 20 The Client shall be responsible for all acts, errors and omissions on your part, whether wilful, negligent or otherwise, as though you were an employee of the Client, and that the Client will in relation to you in all respects comply with statutes, bye-laws, code of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own employees including in particular the provision of adequate Employer's and Public Liability insurance cover.
- 21 You shall not use motor vehicle or any mechanised equipment in connection with any Assignment unless proper insurance cover is in force for such use. You shall indemnify and keep indemnified the Company against loss or liability incurred directly or indirectly by the Company arising out of such use.
- 22 If, as a matter of convenience, the Company or a Client provides you with equipment for the purpose of an Assignment, you shall be responsible for the security and condition of such equipment. If and to the extent that any equipment is damaged or lost while in your care, you will be responsible for the cost of any necessary repairs or replacement. You will to the Company the cost of repair or replacement where the equipment belongs to the Company and you will pay to the Company an amount equivalent to any charge made to the Company by the Client on account of such damage or loss where the equipment belongs to the Client. The
- 23 Company may if it wishes obtain part or all of such payment by making deductions from pay due to you under the Terms.
- 24 Depending on the amount of time worked on an Assignment on any day, you may be entitled to a rest break from work. The Client and not the Company will be in control of working arrangements for an Assignment. The Company therefore expects the Client to provide appropriate rest breaks. If you consider that proper rest breaks are not being provided, you should raise the matter with Company promptly.
- 25 Sometimes you may be classed as a night worker. If you are in any doubt as to your status, you should ask your contact at the Company. If you are a night worker, you should fill out a health-screening questionnaire. You can get a copy of it from your Company contact. If your health changes after you have filled out a questionnaire, you should ask for and fill out a further questionnaire.
- 26 If for any reason the Client changes your working hours (whether by duration or timing) or the nature of your duties, you must inform the Company immediately.
- 27 In the event that you breach this contract MEDILINK CONSULTING Ltd reserves the right to hold back any payment due to the Contractor and the Contractor shall be liable for any claim made by the client for losses or costs incurred due to the breach.
- 28 If during any week of an Assignment, you are doing work (or receiving work-related training) for any person, firm, Company or organisation other than the Company, you must inform the Company of the nature of the work or training and of its duration in the relevant week.

- 29 You will not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information in relation to the Client or the Company or in relation to any of their employees, business affairs, transactions or finances which you may acquire during the currency of your agreement with the Company under the Terms.
- 30 No Variation to the Terms shall be binding upon the Company unless the variation is writing and signed by a director of a Company.
- 31 All Temporary workers once engaged by MEDILINK CONSULTING must fully comply with all details laid out in their 'Temporary workers Handbook' The Company operates an equal opportunities policy
- 32 governing its dealings with temporary workers, details of this can be found in the 'Temporary workers Handbook'
- 33 The agreement between the Company and you shall be subject to and interpreted in accordance with English law and the Company and you submit to the non-exclusive jurisdiction of the court of England
- 34 If you do not possess an enhanced disclosure certificate from the Criminal Records bureau, we will apply for one on your behalf.

NAME: _____

SIGNED _____

DATE: _____