

Terms of Engagement of Workers

Between Coben Medical and Temporary worker

With effect from February 2014

These Terms of Engagement ("the Terms") form a contract for services and set out the entire agreement between you and the Company (with the exception of details of the Rate for any Assignment). No variation to the Terms shall be binding upon the Company unless the variation is in writing and signed by a statutory director of the Company. In the Terms, references to the singular include the plural (and vice versa) and the following definitions apply:

1.1 "Actual Rate of Pay" means, unless and until you have completed the Qualifying Period, the rate of pay per hour which will be paid during an Assignment subject to deductions

"Actual QP Rate of Pay" means the rate of pay per hour which will be paid to you if and when you complete the Qualifying Period subject to deductions

1.2 "Client" means any person, firm, company or organisation requiring your services through the Company;

1.3 "Clinicians" which shall include Doctors, Nurses and all others AHPs;

1.4 "Social Care Professionals" which shall include Qualified Social Workers and Social Care Workers;

1.5 "Assignment" means any activity in the United Kingdom for which a Client seeks your service through the Company;

1.6 "Rate" means your hourly rate of pay by the Company in respect of an Assignment.

1.7 "Qualifying Period" means 12 calendar weeks during which you work in the same role with the client during 1 or more assignments;

1.8 "Regulation" means the Agency Workers Regulations 2010.

2 The Company is an employment business which supplies temporary workers to its Clients. You wish to be provided with paid Assignments including work which falls within the category specified above. The Company will not charge you a fee for finding Assignments. The Company will endeavour to find suitable Assignments for you with Clients in accordance with and subject to these Terms. You are not obliged to accept any Assignment offered to you by the Company. Either you or the Company may terminate this contract at any time without notice. Any termination of this contract shall automatically terminate any Assignment. You agree that you may be transferred to a new Assignment at any time, without restriction to either location or Client, as directed by the Company. Further you agree that the Company may terminate any Assignment at any time before or after the notified start time of the Assignment without prior notice or any liability including any costs incurred by you howsoever arising. Assignment confirmations ("Confirmation") are issued in accordance with The Conduct of Employment Agencies and Employment Businesses Regulations 2003; and do not bind the Company in any way in respect of that Assignment If you wish to terminate an Assignment you must give the Company two weeks' notice.

If you accept any Assignment as soon as possible either prior to its commencement or of during it or at any time at the Company's request, you undertakes to:

2.1 inform the Company of any Calendar Weeks since 1 October 2011 in which you have worked in the same or a similar role with the Client via any third party prior to the date of commencement of the Assignment and/or during the Assignment and which you believe count or may count toward the Qualifying Period providing the Company with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Company including details of where you have completed two or more assignments with the Client or any other of the Client's establishment or where you have worked in more than two roles during an Assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.

2.2 If, since 1 October 2011, you have worked in the same or a similar role with the Client via any third party prior to the date of commencement of the Assignment or during the Assignment in the same or a similar role with the Client, provide the Company with the full details.

3 The relationship between the Company and you shall not be one of employment. The Company shall have no obligation to provide any minimum period or number of Assignments. 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 worker with whom the Company has an agreement. The Company shall also be entitled to review the Client's requirements and your suitability (as against the requirements of any Assignment and as against other workers) from time to time before and during an Assignment and the Company may terminated an Assignment at any time before or after the start of the Assignment.

4 The Company shall explain the Rate to you at the start of any particular Assignment. You shall be paid two weekly in arrears at the Rate for hours worked during an Assignment. Unless provided by these Terms or UK legislation you are not entitled to payment: (a) in respect of pension; or (b) for time not spent on an

Assignment whether as a result of Illness, holidays (including public holidays) or any other reason.

5 It shall be your responsibility to deliver to the Company proof of any hours worked by you. The proof may be a timesheet signed by the Client or any other form of proof acceptable to the Company. Delivery of the proof must occur, at the latest, by the Monday of the week immediately following the week when the time is worked.

If you have a Limited Company or are Self Employed, you must ensure you are in line with IR35 legislation and paying the correct tax and national insurance contributions

6 From Day 1 of your Assignment to a Client you are entitled to access any collective facilities and amenities, such as a canteen and car parking, at the Client's premises (subject to any criteria the Client imposes on its own employees). You are also entitled to information regarding any relevant vacant posts with the Client although this does not mean you have any right to be appointed to a permanent job by the Client.

After achieving a 12 week qualifying period you may be eligible for rights under AWR with respect to parity of pay and terms with permanent employees of the Client the Company will advise you of any change to you pay and conditions as a result of qualifying.

In order that we can ensure you receive your AWR rights you should tell us about any periods where you have been engaged by a Client through any other temporary employment business. If you fail to provide us with this information it may impact or delay the application of your AWR rights. If you believe you have not been afforded your rights under AWR or have any concerns you should contact your branch in the first instance.

7 If you have completed the Qualifying Period on the start date of the Assignment or following completion of the Qualifying Period during the Assignment, and you are entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the Confirmation. If you consider that you have not or may not have received equal treatment under the Regulations, you are required to raise this in writing with the Company setting out as fully as possible the basis of your concerns.

8 The Company will deduct income tax at the appropriate rate 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). Where the Company makes any form of overpayment to you, you consent to the Company deducting from any monies owed to you such a sum of money as to repay the overpayment in full. 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 be made on or against any or all of them in respect of income tax. Corporation 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 an Assignment.

9 You are entitled to paid holiday in accordance with the applicable Working Time Regulations. Your holiday year will be the 12 month period starting with your first day of work or, in subsequent years, with the anniversary of that first day of work. You should try to take your holiday entitlement within the holiday year. As an exceptional benefit to you, if you have any holiday entitlement left at the end of any holiday year, you may take that holiday within the first 6 weeks of the next holiday year. After that first 6 weeks in the new holiday year, unused earned holiday from the previous holiday year will be lost with no right to pay or compensation.

10 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 four weeks' written notice of the proposed holiday dates to the Company at its branch at which you are registered. The Company may refuse a request for specific holiday dates at any time up to two weeks before the first date to which the request relates. The Company may require you to take part or all of any paid holiday entitlement by giving you not less than two weeks' notice.

Unless specifically agreed in writing with the Company in advance of an Assignment, neither the Company nor the Client shall be responsible for: (a) any arrangements for or costs of travel or accommodation for you in connection with an Assignment; or (b) the reimbursement of expenses incurred by you in connection with an Assignment; or (c) loss of opportunity, business, pay, emoluments or bonuses.

11 While engaged on any Assignment, you must:

11.1 co-operate with the Client and its employees and other workers and accept the

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- 11.2 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;
- 11.3 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);
- 11.4 take all reasonable steps while working for the Client to safeguard your 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;
- 11.5 not engage in any conduct detrimental to the interests of the Client.
- 12 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 understand in accepting an Assignment under these Terms, that the Company will provide pay in accordance with the Terms but that the Company has no obligation to provide any other benefit nor does it have any 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 costs 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.
- 13 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 registration with your professional body at all times when you are engaged on an Assignment. Where you are acting as an Approved Clinician under section 12(2) of the Mental Health Act 1983 you will undertake that you will ensure you are registered and will maintain your registration at all times whilst undertaking Assignments which require you to be an Approved Clinician. You agree and accept that it is a condition of the Contract that in accepting any Assignment you are appropriately registered in respect of your duties and you agree to indemnify Coben Medical against the costs and financial consequences of and occasioned by any and all claims against Coben Medical which arise out of or as a consequence of any act, error or omission by you in connection with your professional registration. You must notify the Company immediately if there is a change to the status of your registration with your professional body.
- 14 Upon the introduction of the Protection of Groups Scheme in Scotland and the Vetting and Barring Scheme for England and Wales you are required to register and remain registered on the relevant scheme, whilst carrying out Assignments for the Company. Your registration enables the Company to check the required information relating to you and its relevance to any Assignment. You shall not undertake any Assignments through the Company if you are barred from either scheme. You must inform the Company immediately if you are barred from either scheme. The Company will not provide Assignments to anyone who is barred from either scheme and will remove any worker who becomes barred, from any Assignment at any time without notice.
- 15 Where you are not undertaking an Assignment with the NHS or where you are registered on the GMC GP register you shall hold at your own expense appropriate Professional Indemnity Insurance as appropriate in respect of the work you are undertaking on any Assignment.
- 16.1 In respect of Clinicians where you are not undertaking an Assignment with the NHS you shall hold and maintain at your own expense appropriate Professional Indemnity Insurance arranged through the Medical Defence Union or other similar organisation approved by the Company. You shall provide a copy of your Professional Indemnity Insurance to the Company upon each renewal. You agree and accept that it is a condition of the Contract that in supplying this information you are confirming that you have adequate insurance in respect of your duties and you agree to indemnify Coben Medical against the costs and financial consequences of and occasioned by any and all claims against Coben Medical which arise out of or as a consequence of any act, error or omission by you in connection with this Contract. You undertake to inform Coben Medical if there are changes to your Professional Indemnity Insurance, howsoever arising, including but not limited to restriction or cancellation or non renewal.
- 17 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 the Client will in relation to you in all respects comply with statutes, bye-laws, codes 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.
- 18 You shall not use any 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 any such use.
- 19 You shall provide all tools and equipment necessary for the Assignment. If, as a matter of convenience, you are provided with any tools or equipment by the Company or a Client for the purposes of an Assignment, you shall be responsible for the security and condition of such tools or equipment. If and to the extent that any tools or equipment are damaged or lost while in your care, you will be responsible for the cost of any necessary repairs or replacement. You will pay to the Company the cost of repair or replacement where the tools and/or equipment belong 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 loss or damage where the tools and/or equipment belong to the Client. The Company may if it wishes obtain part or all of such payment by making deductions from pay due to you under the Terms.
- 20 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 the Company promptly.
- 21 You agree that whilst on Assignment to a Client, any right, title and interest in any idea, concept, technique, invention, design or computer programs and the like ("Intellectual Property Rights") you develop or acquire belong solely to the Client. You further agree that you will do all that is necessary to vest the Intellectual Property Rights in the Client at their request.
- 22 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. All candidates will need to complete a full Health Declaration. You will 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.
- 23 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.
- 24 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.
- 25 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.
- 26 We will collect and process personal data from you, which may include sensitive personal data, (the "personal Data") as defined in the Data Protection Act, for the purpose of carrying out our business of supplying temporary workers to Clients and in order to find you suitable Assignments. (this may include, with your consent Clients located outside the EU). We may also collect personal data about you from third parties, such as referees and third party agencies, in order to verify information such as professional qualifications and educational background. We may disclose your personal data to Clients for the purposes of an Assignment or potential Assignment or for audit purposes where required by the Clients or for data processing by an appointed third party provider.
You hereby expressly consent to us collecting and processing your personal data and disclosing this information to Clients and other relevant third parties for the purposes outlined above. You expressly consent to the disclosure of your Personal Data to Client and other relevant third parties for the purposes outlined above including the exporting of your Personal data outside the EU. If you terminate this contract or enter into new terms of engagement with a different organisation, in circumstances where you continue to work for the same Client, we may subject to the above disclose your personal information to the new organisation at the Client's request. We may divulge your personal data to third parties who may provide you with information about their products and activities. If you do not wish to have your personal data being disclosed to third parties (other than Clients) as described above then please write to your Recruitment Consultant to ensure that no personal data is passed on.
- 27 Other than associated companies of Coben Medical who will have the benefit of and may enforce the Terms, the parties do not intend any of the Terms to be enforceable by any other party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 26 The Company operates an equal opportunities policy governing its dealings with workers. Copies of the policy are available from the Company's registered office on written request.
- 27 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 exclusive jurisdiction of the Courts of England.