

1. Definitions and General

- 1.1. In these terms and conditions:
 - 1.1.1. AWR' means the Agency Workers Regulations 2010 as amended and any succeeding legislation.
 - 1.1.2. 'The contractor' means the limited company engaged by Pulse to provide the services of its employees to the clients of Pulse.
 - 1.1.3. 'you' means our client and 'we', 'us', 'ourselves' or similar words mean Pulse Healthcare Limited trading as Pulse Nursing and Care, Pulse Theatres, Pulse Doctors, Pulse Social Care, Pulse Education, Pulse Allied Health, Pulse Health Science Services, Pulse Independent Living, and Pulse Dental ("Pulse") and/or any of their subsidiary or associated companies or any company within the Pulse group of companies, whether or not that company exists at the time this agreement is entered into.
 - 1.1.4. 'the parties' means the contractor and ourselves, collectively.
 - 1.1.5. 'Assignment' means the services for which the client engages the independent contractor.
 - 1.1.6. 'Engage' means to book/or use the services of the independent contractor for the purpose of the assignment and 'engagement' shall have a related meaning.
 - 1.1.7. 'Employee' means any officer, representative, employee or staff member of the contractor and use of the singular shall include the plural.
 - 1.1.8. 'Qualifying Period' means 12 continuous calendar weeks during the whole or part of which the Contractor or the Employee is supplied by one or more temporary work agencies to the relevant client to work temporarily for the relevant client in the same role, and as further defined in the AWR.
- 1.2. These terms and conditions constitute a contract for services between the contractor and ourselves and shall govern assignments undertaken by the contractor with any client of ours.
- 1.3. For the avoidance of doubt, these terms shall not be construed as a contract between us and any employee or other individual supplied by the contractor and any liabilities of an employer shall be those of the contractor alone.
- 1.4. The contractor shall be deemed to have accepted these terms and conditions by virtue of the acceptance of any Assignment irrespective of whether or not the declaration at the end of these terms has been completed
- 1.5. In our dealings with the contractor we act as an employment business.
- 1.6. The headings contained herein are included for convenience only and shall not affect the interpretation of the contents hereof in any way.
- 1.7. No variation or alteration to these terms and conditions shall be valid unless approved by a Managing Director of our company, in writing.
- 1.8. These terms and conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.
- 1.9. These terms and conditions shall prevail over any other terms and conditions the contractor may proffer.
- 1.10. Any unenforceable or invalid term herein shall be deemed severed from the valid provisions which will remain in full force and effect.
- 1.11. These terms and conditions shall prevail over any other terms and conditions the Contractor may proffer.
- 1.12. No failure or delay by us in exercising any right, power or privilege under this agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 1.13. This agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this agreement. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- 1.14. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not party to it any right to enforce any of its provisions.
- 1.15. References to the AWR in these terms may only be relevant to Assignments that are subject to the AWR. Whether or not any Employees and Assignments are subject to the AWR will be determined by the specific circumstances of that Assignment. The Contractor must, however, provide Us with all the information that these terms and conditions require, whether or not the Contractor or the Employee believes that any or all of their Assignments are subject to the AWR. This is necessary so that We can make Our own assessment of Our legal obligations and keep accurate records.

2. Our Obligations to the Contractor

- 2.1. We shall endeavour to seek assignments and placements for the contractor that are relevant to the contractor's skills and qualifications and of the type of work the contractor indicated on the application form that it wishes to supply employees to do. We shall determine, in our sole and absolute discretion, the contractor's suitability for any Assignment. We make no representation, however, that we will find any suitable assignments. The contractor appreciates that there may be periods when no work may be available. We are not obliged to offer the contractor work and we shall incur no liability for not doing so. No contract shall exist between the parties between assignments.
- 2.2. The contractor will be paid weekly in arrears directly into its bank account for the previous week. If we receive the contractor's time sheet late, payment may be delayed.
- 2.3. We will pay the contractor for the hours that its employee works irrespective of whether or not we recover any payment from our client for their work. Payment is subject to any deductions that we are obliged by law to make in the circumstances. The contractor, however, shall be responsible for any PAYE Income Tax, National Insurance Contributions and any other taxes and deductions payable in respect of its employee.
- 2.4. The contractor will be paid at the rate of pay agreed for the assignment. This rate will be equivalent or more than the national minimum wage.
- 2.5. Neither the contractor nor its employee shall approach the client with any complaint or inquiry about the contractor's remuneration. We will do this on your behalf.
- 2.6. We will confirm the assignment and all the details thereof, including the relevant rate of pay, to the contractor. The booking confirmation, together with these Terms and Conditions and any other written documentation that the contractor may receive from us, records our whole agreement with the contractor. In the event that these terms and conditions conflict with the booking confirmation, these terms and conditions shall prevail. The details of the Assignment that are confirmed to the Contractor may thereafter be changed only if the change is recorded in writing and signed by one of our directors.

3. Disclaimer of Liability

- 3.1. We are not responsible for any personal injury or damage the contractor's employee may suffer whilst on the premises or property of the client, whilst acting on the client's instructions or whilst traveling to or from the property or premises of the client.
- 3.2. We are not liable for any loss, damage or injury to any party as a result of the negligent acts or omissions of the contractor's employee during an assignment or whilst traveling to and from an assignment. The contractor shall ensure that adequate insurance coverage, including but not limited to employer's liability insurance and public liability insurance, is provided for both the contractor and its employee during an assignment. The insurance cover so provided shall not be less than £5 million unless we have agreed, in writing, that cover of a lesser amount is adequate in the circumstances. The contractor shall make copies of the insurance policies available to us upon our request.
- 3.3. Notwithstanding the aforesaid, our liability to the contractor for any losses arising from our breach of this agreement or our negligence shall be limited to the fees we owe the contractor at the relevant time. Our liability for death or personal injury arising from our negligence is not limited or excluded.
- 3.4. Our liability to the contractor for any losses arising from our (or our employees', subcontractors' or agents') breach of this agreement or of any statutory provision, negligence, misconduct or otherwise is limited to the fees that are payable to the Contractor for the Assignment in respect of which our liability to the Contractor arose. Our liability for death or personal injury arising from our negligence and our liability for our fraud or fraudulent misrepresentation is not limited or excluded.

4. The Contractor's Obligations to us and to The Client

- 4.1. The contractor is not obliged to accept any assignment that we offer, but if the contractor does so then it agrees to abide by the requirements of these terms and conditions and will take measures to ensure that its employee is aware of and conforms to the requirements of these terms and conditions.
- 4.2. By accepting an Assignment, the contractor warrants that it and any employee it supplies is willing to work in that position.

- 4.3. Neither the Contractor nor its Employee shall approach the client with any complaint or inquiry about the Contractor's remuneration without first approaching us and allowing Us 30 days to respond thereto. We will do this on their behalf.
- 4.4. The Contractor shall ensure that its Employee consents to Our from time to time obtaining a Criminal Records Bureau check or request from the Independent Safeguarding Authority in relation to him/her and agrees immediately to notify Us if their Employee is convicted of any criminal offence.
- 4.5. The Contractor is responsible for the cost of its Employees' travel, meals, telephone calls, accommodation, and any other business expenses incurred whilst on Assignment.
- 4.6. The Contractor acknowledges that we may be entitled in certain circumstances to charge our client a fee if they (i) introduce the Contractor or the Employee to a third party that engages or employs them or if they (ii) engage or employ the Contractor or the Employee directly or through another employment business. In the latter case, the client will have the option to agree a period of extended hire of the Contractor or the Employee (whichever is applicable) through us, after which they may transfer to them without the client paying a fee.
- 4.7. If the Contractor is offered an Assignment and the Employee has previously worked in the same or similar role with the client through any third party after 1 October 2011 then the Contractor must inform Us immediately it becomes aware of this and, if possible, before the Assignment starts. The Contractor must provide us with full details of the work undertaken.
- 4.8. The Contractor must immediately inform Us if, since 1 October 2011, whether before any Assignment with a client starts and/or during that Assignment, the Employee has either (i) completed 2 or more Assignments with that client; (ii) completed an Assignment with the client and then worked with one of the Group Companies of that client; and/or (iii) worked in more than 2 roles during an Assignment with that client and on at least 2 occasions that role was not the same role as the previous role.
- 4.9. If the Contractor and/or the Employee considers that the Employee has not or may not have received equal treatment under the AWR as a result of any act or omission of Ours, the Contractor may raise or may request the Employee to raise this in writing with Us setting out as fully as possible the basis of the Contractor's and/or the Employee's concerns. Save to the extent that any such loss results from any act or omission of Ours or of the client, the Contractor shall indemnify Us and keep Us indemnified (or, as the case may be, the client) against any losses We or the client may suffer or incur as a result of any claim made by or on behalf of the Employee under the AWR.
- 4.10. The Contractor must inform Us if the reason for the Employee not working during any break between Assignments is due to one or a combination of any of the following reasons: sickness or injury; pregnancy, childbirth or maternity; wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Employee is otherwise entitled; wholly due to the Employee being summoned for jury service; wholly due to usual seasonal reduction in requirements for workers according to the client's established custom and practice; or wholly due to industrial action at the client's workplace.
- 4.11. The Contractor shall ensure that, whilst the Employee is on the client's premises, the Employee must familiarise himself or herself with the collective facilities and other amenities offered by the client including but not limited to canteen and other similar facilities, childcare facilities and transport services of the client as well as any vacancies at the client for work that the Employee may be suited to do.
- 4.12. If the client requires the Contractor to work longer than the hours that are usual for the client's organisation in any given week, or in any event more than 37 hours in any given week the Contractor must notify Us as soon as reasonably practicable and in any event before the 37 hours of work are completed.
- 4.13. The Contractor warrants that it is not a 'managed service company' as defined in section 615 of the Income Tax (Earnings and Pensions) Act 2003 but that it is a personal service company which is compliant in all respects with the IR35 legislation and shall procure that the Employee so warrants for themselves.
- 4.14. The Contractor shall indemnify Us and keep Us indemnified against any losses We may suffer or incur by reason of any proceedings, claims or demands by the Employee or by any third party (including specifically, but without limitation Her Majesty's Revenue and Customs and any successor, equivalent or related body) arising from or related to the provision of the Contractor's services pursuant to this agreement.

5. Performance of the Assignment

- 5.1. The contractor shall ensure that its employee attends punctually and completes the assignment whether or not a written booking confirmation is received from us.
- 5.2. The details of the assignment that are confirmed to the contractor may thereafter be changed only in exceptional circumstances and only if the change is recorded in writing and signed by one of our Directors.
- 5.3. The contractor's employee will co-operate with the client's staff and accept the supervision, control and instruction of any responsible person within their organisation.
- 5.4. The contractor's employee shall conform to the normal work hours of the client unless we have expressly agreed otherwise with the contractor and we have recorded our agreement in writing.
- 5.5. The contractor's employee will observe the Health and Safety Policy of the client and take all reasonable steps to safeguard their own safety and the safety of any other person who may be present or affected by their actions.
- 5.6. The contractor's employee shall not smoke on the client's premises except where it is expressly permitted to do so.
- 5.7. The contractor's employee shall wear any form of identification that the client requires and display this on their clothing at all times when they are on the client's premises.
- 5.8. Whilst carrying out the assignment, the contractor's employee will adhere to the terms of any generally accepted Codes of Professional Conduct that apply to the relevant profession such as the administration of drugs and sterile techniques.
- 5.9. Neither the contractor nor its employee shall engage in any conduct detrimental to our interests or to the interests of the client.

6. Confidentiality

- 6.1. Neither the contractor nor its employee shall disclose to any person other than a person authorised by the client any information that the contractor or its employee may have acquired during or in connection with the assignment or in connection with the public domain. Specifically, but without derogating from the generality of the previous sentence, neither the contractor nor its employee will disclose to any person other than a person authorised by the client any information that may have been acquired during or in connection with an assignment concerning a client's authority, staff or procedures or the identity, medical condition or treatment received by any patient other than any information that is already in the public domain.
- 6.2. The contractor shall deliver up to the client or to us at the end of each assignment all documents and other materials belonging to the client (and all copies), which are in its possession including documents and other materials created by it or by its employee during the course of the assignment. The client is the sole owner of any work product, including any intellectual property rights thereto, created during the assignment.

7. Required Period of Notice

- 7.1. In the event that the contractor wishes to terminate an assignment before its completion, notice shall be given to ourselves as follows:

LENGTH OF ASSIGNMENT REQUIRED NOTICE PERIOD

Up to 1 week	not less than 24 hours
1-4 weeks	2 clear days
4 weeks-3 months	5 clear days
3-6 months	10 clear days
6 month+	14 clear day

- 7.2. In the event that the contractor becomes aware that its employee is, due to an extraordinary and unforeseen event beyond their control, unable to attend at the assignment, the contractor shall inform us at the earliest possible opportunity. In all other circumstances, the contractor is required to work out the assignment until the required notice period is completed.
- 7.3. If the contractor abandons an assignment without giving the required notice to us we will hold the contractor responsible for any losses we may suffer as a result.

8. Information we Require

- 8.1. The contractor is required to produce evidence of its employee's eligibility to work within the United Kingdom. In the event that the circumstances of such employee changes in any manner that might affect their continued eligibility to work in this country, the contractor shall immediately inform us of the details.
- 8.2. The contractor must furnish us with proof of its employee's identity as well as evidence of their experience, training and qualifications. The contractor agrees that we may request additional information from them and/or from any professional body to which the contractor belongs to determine the contractor's suitability for an Assignment.
- 8.3. The Contractor must furnish us with proof of its Employee's identity as well as evidence of their experience, training and qualifications and full registration with the relevant professional regulatory body. The Contractor agrees that we may request additional information from them and/or from any professional body to which the Contractor belongs

to determine the Contractor's suitability for an Assignment and the Contractor shall ensure that its Employee has agreed that this information may be shared with our client.

- 8.4. The Contractor shall ensure that the Employee consents to Our, Our subcontractors and agents and the client processing the Employee's personal data (within the European Economic Area or elsewhere) pursuant to this agreement.

9. Misconduct and/or Termination

- 9.1. The Contractor shall immediately inform us of any event that has resulted in disciplinary action being taken against the contractor or one of its employees, any allegations of misconduct, the suspension or dismissal for misconduct from any position in which the contractor's employee was working in their professional capacity. The contractor shall do this regardless of whether or not the contractor considers the allegations to have any significance or substance.
- 9.2. We, or the client, may alter, cancel or terminate the contractor's assignment at any time without incurring any liability to the contractor.
- 9.3. Further, we may terminate this agreement at any time and without notice.
- 9.4. Clauses 1.9, 1.11, 2.2, 3, 4.6, 4.7, 4.8, 4.9, 6, 8.4, 10 and 13.3 and such other clauses which by implication have effect after termination shall survive termination of this agreement.

10. Insurance

- 10.1. The Contractor shall ensure that adequate insurance coverage, including but not limited to employer's liability insurance, public liability insurance and any other suitable insurances, is provided for both the Contractor and its Employee during an Assignment to cover their liabilities which may arise under or in connection with this agreement. The insurance cover so provided shall not be less than £5 million unless we have agreed, in writing, that cover of a lesser amount is adequate in the circumstances. The Contractor shall also ensure that, if the Employee is a surgeon, physician, doctor, dentist or midwife then the Employee belongs to and subscribes to the Medical Defense Union or Medical Protection Society or other equivalent organisation (in the case of a surgeon, physician, doctor or dentist) or the Royal College of Midwives or other equivalent organisation (in the case of a midwife) or is covered by the Clinical Negligence Scheme for NHS Trusts or other similar insurance scheme to cover their liabilities which may arise under or in connection with this agreement. In the event that the Employee does not have such insurance cover the Contractor must inform us immediately and if the Contractor fails to do so, it shall be responsible for and shall indemnify Us for any loss, liability, costs (including legal costs), damages or expenses that We may incur arising directly or indirectly from that failure.
- 10.2. The Contractor shall on request supply to us copies of such insurance policies and evidence that the relevant premiums have been paid.
- 10.3. The Contractor shall comply (and shall ensure that the Employee complies) with all terms and conditions of the insurance policies at all times. If cover under the insurance policies shall lapse or not be renewed or be changed in any material way or if the Contractor is aware of any reason why the cover under the insurance policies may lapse or not be renewed or be changed in any material way, the Contractor shall notify us without delay.

11. Insolvency

- 11.1. The contractor shall immediately inform us (and thereafter confirm the advice in writing) should it become insolvent, call a meeting of creditors, have an Administrative Receiver or an Administrator appointed, enter into liquidation or is dissolved or subject to a petition for winding-up. We may cancel any Assignment and/or this agreement in such circumstances.

12. Statutory Obligations

- 12.1. The contractor shall comply with the statutory requirements of VAT legislation, the Companies Act 1985 and all other relevant statutory instruments, and Codes of Practice to which it is subject as an employer, including the Working Time Regulations.

13. Expenses

- 13.1. The contractor is responsible for the cost of the employee's travel, meals, telephone calls and accommodation and any other business expenses.
- 13.2. We will reimburse the contractor's expenses only if we agree to do so in writing and payment for these expenses will be made direct to the contractor and not to the employee.
- 13.3. Any payment we may make to the contractor in respect of an expense claim that the contractor has presented to us shall be made on the understanding that such amounts are paid as an advance only and that if subsequently the expense claim is not paid by the client for any reason we may reclaim these amounts from the contractor.

14. Time Sheets and Invoices

- 14.1. Time spent traveling to and from the client's premises, lunch breaks and other rest breaks shall not count as part of the working time for purposes of preparing a time sheet.
- 14.2. We will reimburse the contractor's expenses only if we agree to do so in writing and payment for these expenses will be made direct to the contractor and not to the employee.
- 14.3. Any payment we may make to the contractor in respect of an expense claim that the contractor has presented to us shall be made on the understanding that such amounts are paid as an advance only and that if subsequently the expense claim is not paid by the client for any reason we may reclaim these amounts from the contractor.

15. Holiday Pay

- 15.1. The contractor is solely responsible for the holiday pay and leave arrangements of its employees. The contractor is not obliged to accept any Assignment that we may offer and is not entitled to any period of absence or any payment in respect of employee's absence.

16. Miscellaneous

- 16.1. The contractor shall not be incorporated outside the United Kingdom.
- 16.2. The contractor may not subcontract to any third party any of the services that it is required to perform under any assignment without our written consent.
- 16.3. The contractor appreciates that the client may have approved a particular employee of the contractor on the basis of their unique track record, work history or qualification. Accordingly, after the client has approved a particular employee the contractor may not substitute another of its employees without the prior approval of the client (which approval shall be sought solely through our agency) and our written approval, which will not be unreasonably withheld. In all cases, the substituted employee must have the same level of skill and qualification as the first employee approved for the assignment.
- 16.4. Any notice to us by the contractor or its employee in terms of Regulation 32(9) or 32(10) of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 shall be in writing. If the contractor's Assignments involve working with minors or vulnerable persons these Regulations will not apply.
- 16.5. We are not responsible for our failure to fulfill our obligations under this agreement if such failure is caused (directly or indirectly) by circumstances beyond our control.

17. Declaration

- 17.1. The contractor accepts these terms and conditions.

Signature..... Name of person signing.....

Full name of Limited Company.....

Date.....