

**A. CONTRACT FOR SERVICES FOR TEMPORARY WORKERS
(TERMS OF ENGAGEMENT)**

1. DEFINITIONS

1.1. In these Terms of Engagement the following definitions apply: –

“Assignment”	means the period during which the Temporary Worker is supplied to render services to the Client;
“Bank Holidays”	are holidays designated from time to time under the Banking and Financial Dealings Act 1971.
“Client”	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;
“Employment Business”	means JCJ Limited trading as JCJ Locums whose registered office is Greener House, 66 – 68 Haymarket, London, SW1Y 4RF;
“Temporary Worker”	means the individual whose services JCJ will be supplying to the client
“Relevant Period”	means the longer period of either 14 weeks from the ¹ first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.

1.2. Unless the context otherwise requires, references to the singular include the plural.

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

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 is required to make statutory deductions from the Temporary Worker’s remuneration in accordance with clause 4.1.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Temporary Worker and set out in writing and a copy of

¹ The ‘first day’ will be the first occasion on which a Temporary Worker is supplied to work for the Client or the first day of an assignment where there has been more than 42 days since the end of any previous assignment

the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work as a *Locum Doctor*. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.

3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

3.2.1 the suitability of the work to be offered shall be determined solely by the Employment Business;

3.2.2 the Employment Business is not required to provide the Temporary Worker with reasons why it has not proposed the Temporary Worker for a particular opportunity, nor why any Client has chosen the Temporary Worker for any such opportunity;

3.2.3 shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category; and

3.2.4 no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.

3.3 When an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker of:

3.3.1 the identity of the Client;

3.3.2 if applicable, the nature of the Client's business;

3.3.3 the date the work is to commence;

3.3.4 the duration or likely duration of the work;

3.3.5 the type of work offered to the Temporary Worker;

3.3.6 the location of the work and hours during which the Temporary Worker would be required to work; and

3.3.7 the fees and other benefits payable to the Temporary Worker;

3.3.8 any risks to health and safety known to the Client in relation to the Assignment and the steps (if any) the Client has taken to prevent or control such risks;

3.4 Where applicable, the Employment Business shall inform the Temporary Worker of:

3.4.1 the experience, training, qualifications and any authorisations which:

3.4.2 the Client considers necessary; or

3.4.3 are required by law or any relevant professional body;

in relation to any specific Assignment; and

3.4.4 any expenses payable by or to the Temporary Worker in relation to any specific Assignment

- 3.5 The information referred to at clauses 3.3 and 3.4 herein will be provided at the commencement of each Assignment and will be set out in the confirmation, with the exception of where the Temporary Assignment is offered the same position as one in which the Temporary Worker has previously been supplied, in which case the Temporary Worker will be notified of any variations to the information previously provided in accordance with this clause 3.5.
- 3.6 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.
- 3.7 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

4 REMUNERATION

- 4.1 The Employment Business shall pay to the Temporary Worker fees calculated at the hourly rate set out in the confirmation for each assignment, and any other benefits which may be set out in the confirmation. Timesheets will go through the daily payroll on receipt of a fully completed and authorised timesheet, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003, Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.
- 4.2 The Employment Business confirms that payment of the Temporary Worker for work done will not be contingent upon the Employment Business receiving payment from any Client or Clients to whom the Temporary Worker is assigned.
- 4.3 The Temporary Worker will only receive payment and/or benefits for holiday or sick leave benefits in accordance with the Temporary Worker's minimum statutory entitlements (applicable only to Temporary Workers on PAYE)

5 STATUTORY LEAVE

- 5.1 Paid leave is accrued on each Assignment. The Temporary Worker will accrue approximately 0.54 days holiday per each week worked and the rate of holiday pay is based on the average earnings. The holiday year runs from 1 January to 31 December and all holiday must be taken in the year in which it accrues.
- 5.2 Where a Temporary Worker wishes to take paid leave during the course of an assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the

amount of leave that the Temporary Worker wishes to take and in such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that has been requested.

5.3 Statutory paid leave is only accrued by Temporary Workers who are engaged on a PAYE basis and any such leave does not affect the Temporary Worker's status as a self employed worker.

6 SICKNESS ABSENCE

6.1 The Temporary Worker, if PAYE, may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.

6.2 The Temporary Worker will be entitled to Statutory Sick Pay only.

6.3 For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.

7 TIME SHEETS AND PAYMENT OF REMUNERATION

7.1 At the end of each Assignment 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.

7.2 Subject to clause 7.3 The Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

7.3 Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked and shall only provide payment upon the provision of a timesheet signed by the Client or authenticated by the Client as being correct. For the avoidance of doubt, it is the responsibility of the Temporary Worker to maintain accurate timesheets and to arrange for each timesheet to be signed by an authorised representative of the Client.

7.4 For the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to and from the Temporary Worker's place of residence and 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.

7.5 For the purposes of the Working Time Regulations, the Client or Clients may deduct breaks to which the Temporary Worker is statutorily entitled (whether or not the Temporary Worker has taken such breaks).

8 CONDUCT OF ASSIGNMENTS

8.1 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if s/he does accept an Assignment, during every Assignment and afterwards where appropriate, s/he will: –

- a) provide the services required for the working hours specified in the Schedule for each appointment, as well as for such additional hours outside these working hours as may be required by the Client from time to time;
- b) perform the Services with all due skill, care and ability and in accordance with any minimum statutory or regulatory standards of performance which may be required for the work to be performed in respect of any Appointment;
- c) not at any time during any Appointment provide the same type of or a similar service to that provided to the Client during that Appointment (whether provided as an employee, a contractor, a consultant or otherwise) for any person, firm, company or other organisation who compete or may compete with the Client or the Employment Business, or whose interests may be in conflict with the Client or the Employment Business;
- d) not bind the Client or the Employment Business to any contract or agreement or pledge the credit of the Client or Employment Business without express, written authority;
- e) co-operate with the instructions of the Employment Business and the Client's reasonable day-to-day instructions, and accept the direction, supervision and control of any responsible person in the Client's organisation;
- f) observe any relevant rules and regulations of (or which apply to) 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;
- g) take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
- h) not engage in any conduct detrimental to the interests of the Client or the Employment Business;
- i) not at any time divulge to any person, nor use for his or her 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.

8.2 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and the Employment Business as soon as possible after becoming aware s/he is unable to attend, or at a minimum no less than one hour of the commencement of the Assignment or shift.

8.3 If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable or eligible for an Assignment, he shall notify the Employment Business without delay.

8.4 The JCJ Locum Handbook contains useful information and can be downloaded from the website www.jcjlocums.co.uk

9 TERMINATION

- 9.1 Each Assignment will terminate automatically at the conclusion of the Assignment as specified in the confirmation.
- 9.2 During the Assignment, the Employment Business or the Temporary Worker may terminate the Assignment at any time for any reason upon 1 day's notice or otherwise in accordance with minimum statutory requirements, as applicable. The Employment Business may at its discretion (including where appropriate in consultation with the Client) direct that the Temporary Worker is not to attend for work for all or any part of the notice period.
- 9.3 If the Temporary Worker does not inform the Client and the Employment Business, in accordance with obligations applying under clause 8.2 that s/he is unable to attend work as scheduled at any time during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 8.2.
- 9.4 If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above the employment business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.
- 9.5 If the Client may for any reason direct the removal of the Temporary Worker from the Assignment, the Assignment will be deemed to have ended with immediate effect. The Temporary Worker is not entitled to receive reasons for any such direction from either the Employment Business or the Client.

10 DATA PROTECTION

- 10.1 The Temporary Worker consents to the Company and the Client holding and processing personal data relating to the Temporary Worker for legal, personnel, administrative and management purposes, including the processing of any sensitive personal data (as that term is defined in the Data Protection Act 1998), including, as appropriate, but without restriction:
- 10.2 information about the Temporary Worker's physical or mental health or condition, in order to monitor sick leave and to take decisions in relation to the Temporary Worker's fitness or health;
- 10.3 the Temporary Worker's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or
- 10.4 information relating to any criminal, legal or disciplinary proceedings in which the Temporary Worker has been involved.

11 LAW

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