

TERMS AND CONDITIONS OF EMPLOYMENT BUSINESS FOR THE SUPPLY OF TEMPORARY WORKERS

1. In these terms and conditions the following expressions shall have the following meanings:
 - “Nurse Plus” Nurse Plus and Carer Plus (UK) Limited of Unit 2, Eurogate, Ashford, Kent TN24 8XW acting as an Employment Business
 - “Temporary Worker” Any health or social care worker introduced and/or supplied by Nurse Plus to render services to the Client
 - “The Client” The person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Temporary Worker is introduced and/or supplied
 - “Interest” Interest calculated at the daily rate of 2% per calendar month
 - “Assignment” The period during which the Temporary Worker is introduced and/or supplied by Nurse Plus to render services to the Client.
 2. These terms and conditions are effective from 20th June 2011 and supersede all previous terms and conditions. All Temporary Workers are introduced and/or supplied by Nurse Plus to the Client upon these terms and conditions.
 3. No variations of these terms is valid or shall be binding by Nurse Plus unless confirmed in writing with the authority of a director.
 4. Nurse Plus's invoices are payable within 14 days of the date of the invoice.
 5. Nurse Plus reserves the right to charge Interest on all invoices raised from the due date of payment until the date payment is actually received by Nurse Plus.
 6. Nurse Plus may, without prejudice to its other rights, suspend the services of a Temporary Worker if a Client is late with any payment.
 7. Whilst every effort is made by Nurse Plus to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further provide them in accordance with the Client's booking details, Nurse Plus is not liable for any loss, expense, damage, or delays arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, Nurse Plus does not exclude liability for death or personal injury arising from its own negligence.
 8. By asking Nurse Plus to introduce and /or supply a Temporary Worker the Client is deemed to have accepted these terms of business. For the purpose of this clause the word “introduce” shall be deemed to include without limitation the provision by Nurse Plus directly or indirectly of any details (whether provided in writing or verbally) of a Temporary Worker to a Client.
 9. The charge made by Nurse Plus for the Worker's services will be in accordance with the scale of charges advised to the Client at the time of booking. The charge includes the Temporary Workers pay plus WTD plus Employers National Insurance contribution plus Commission. Expenses will be charged and invoiced as agreed with the Client
 10. VAT is payable, where applicable, at the prevailing rate.
 - 11.1 The Client undertakes to supervise the Temporary Worker to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment by instructing the Temporary Worker to leave the Assignment immediately and notifying Nurse Plus immediately or by directing Nurse Plus to remove the Temporary Worker. Nurse Plus may, in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates before the end of the first day of the Assignment or within two hours of the start of the Assignment if the Temporary Worker is to be used for less than 12 hours in any one week.
 - 11.2 A Client may terminate an Assignment only upon giving 24 hours notice in writing to Nurse Plus failing which it shall be entitled to terminate an Assignment but it may do so only upon payment of a sum equal to eight times the hourly rate for the Temporary Worker.
 12. The Client is responsible for ensuring that the Temporary Worker's ability, qualifications and skills are adequate to operate any equipment, machinery and/or vehicles that the Temporary Worker may be called upon to operate and the Client will be solely responsible for any liability whatsoever which may arise from the Temporary Worker's performance of his/her duties.
 13. Temporary Workers introduced and/or supplied by Nurse Plus are engaged under contracts for services. They are not the employees of Nurse Plus but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations and health and safety legislation including, in particular, the provision of Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.
 14. The Client shall indemnify and keep indemnified Nurse Plus against any costs, claims or liabilities incurred by Nurse Plus arising out of any non compliance by the Client of clause 13 and/or as a result of any breach of these terms and conditions by the Client.
 15. The Client shall notify Nurse Plus immediately upon engaging or otherwise making use of a Temporary Worker.
 16. If within 8 weeks of the end of a Temporary Worker's Assignment or 14 weeks after the start of the temporary Worker's first Assignment (whichever is the later) the Client agrees to employ or make use of the Temporary Worker in any capacity whether temporary, permanent or self-employed otherwise than directly through Nurse Plus or the Client refers the Temporary Worker to an associated or subsidiary company of the Client or to any third party who so employs or makes use of the Temporary Worker the Client will be liable to pay Nurse Plus an introduction fee of 200x the Worker's hourly charge rate. Nurse Plus will be entitled to invoice the Client for such fee which invoice shall be payable in accordance with Nurse Plus's terms of payment contained in these terms and conditions. Alternatively the Client may elect by notice of 4 weeks to extend a Temporary Worker's Assignment by 6 weeks on no less favourable terms after which time the Temporary Worker may be employed directly without further charge.
 - 17.1 The Client will sign the timesheet and such signature or other formal confirmation of completion of Assignment shall be deemed conclusive evidence:
 - (a) that the Client is satisfied with the work done by the Temporary Worker concerned and
 - (b) that the Client will pay the charges for the hours on the timesheet in full without dispute or deduction.
 - 17.2 Failure by the Client to sign any timesheet shall not preclude charging by Nurse Plus in full or the time actually worked by the Temporary Worker in accordance with these terms and conditions.
 - 17.3 Unless and until Nurse Plus are notified of dissatisfaction as provided in Clause 11 the Client shall be deemed to be fully satisfied.
 18. Because of the nature of Nurse Plus's business the Client acknowledges and agrees that it is not possible for Nurse Plus to give any warranty as to the suitability of a Temporary Worker and shortcomings in the performance of his/her duties by the Temporary Worker shall not entitle the Client to withhold or delay (in part or in full) payment of Nurse Plus's invoices (save and except where the Client has given notice in accordance with Clause 11 of these terms and conditions).
 19. In any event, the liability of Nurse Plus in contract and/or tort in respect of the introduction and/or supply of any Temporary Worker to the Client shall be limited to the profit element of Nurse Plus's charges to the Client in respect of the Temporary Worker.
- Service Users in their own home will be exempt from clauses 12, 13 and 14 of these Terms and Conditions.**