



# APCG Clinical Services Temporary & Permanent Candidate Agreement

**We are** APCG Services Limited (throughout “we”, “us”, “our” and “ours”) of 2A Suite, Blackthorn House, St Pauls Square, Birmingham, B3 1RL including, for the purposes of this agreement, our branch offices and our subsidiary or associated companies.

**You are** \_\_\_\_\_ (name) of \_\_\_\_\_ (address)  
(throughout “you” and “your”).

## **Introduction – please read this introduction and the agreement provisions below carefully before accepting these terms.**

We provide services to find work for candidates and where work is found, either introducing the candidate to a client for direct engagement (“Introduction Service”) or to provide temporary agency worker services (where candidates are supplied or to be supplied to Clients by us) (“Supply Services”).

The terms relating to our service for finding you direct employment by a Client are set out in Part 1 of this document. The terms for finding temporary work for you where you are supplied through us and are engaged by us are set out in Part 2.

Please note that the Supply Terms shall apply from the date of your acceptance of the work until the date the work ceases in each and every case. Also where the Supply Terms apply, you may opt out of the maximum 48 hour working week, provided for under the WTR, by signing the Opt Out Form set out below on this page.

This document sets out the basis upon which we are willing to provide our services. We confirm our service is at no charge to you. Please contact us on the consultant email address provided, or use our default email address being [mail@apcgservices.co.uk](mailto:mail@apcgservices.co.uk)

Your provision to us of personal information (defined in this document as Personal Data) is your acknowledgement that you have read and understood our Privacy Notice.

## **AGREEMENT AND ACCEPTANCE**

In consideration of the mutual obligations set out in this agreement you accept and agree our Services in accordance with the Agency Terms and Supply Terms in this document which you acknowledge you have fully read and understood. Note: You may accept this agreement in any of the ways listed below and you agree that your acceptance is provided upon the earlier of:

- your signature in the signature box below
- your oral or written (letter, email or fax) confirmation to us of your acceptance
- your request for us to find work for you or to register you on our database or to introduce you to a Client
- the provision by you of any work under a Proposal, and in this case acceptance shall also be of the Proposal, whether or not signed by you.



Date issued:

.....

Signed by (PRINTED NAME):

.....

Your Signature:

.....

**OPT OUT FORM**

OPT OUT 48 HOUR WORKING WEEK AGREEMENT UNDER REGULATION 5 WORKING TIME REGULATIONS 1998 as amended (“WTR”) – relating to temporary work

Note: You are under no obligation to agree to the provisions set out in this Section. If you indicate in the Agreement signature box below that you agree to opt out in accordance with this Section, this Section will then apply. Otherwise the limit set in the WTR shall apply.

**Agreement:**

An Assignment may necessitate work in excess of the maximum working time specified in Regulation 4 (1) WTR (“Limit”), namely an average of 48 hours each week calculated over a 17-week reference period. You wish to have the opportunity to provide Work Services exceeding the Limit from time to time. Pursuant to Regulation 5 WTR you accordingly agree that the Limit shall not apply and this agreement shall have effect immediately. You may, by giving written notice to us of not less than one month, terminate the opt out agreement recorded in this Section.

Where working on a temporary basis I agree to the opt out as stated above.

**Signed by you:** .....

**Part 1 - Agency Terms Section 1 – our introduction services**

1.0 We shall provide an Introduction Service to you as follows:

- (a) we may from time to time search for employment or engagement opportunities for you directly with our Clients, usually within the Work Types, and we shall inform you if we have found an opportunity that may at our sole discretion be suitable, which you can consider without any obligation
- (b) our service may include arranging an interview for you to meet a Client wherever appropriate, and negotiating terms for your employment, but we offer no guarantee that work will be found or that an opportunity we inform you of will be capable of being progressed
- (c) in providing the service to search for employment opportunities for you directly with our clients we are operating as an Employment Agency.

1.1 We may also from time to time provide services to you to locate temporary supply work in respect of which the Supply Terms apply.

## **Section 2 – your obligations – information and data protection**

2.0 In consideration of the provision of our services to you, you agree for the purposes of ensuring your suitability for any particular position and to enable us to meet our regulatory obligations and protect our legitimate interest

- (a) to provide us with a full and accurate summary of your employment history and qualifications if you have not already done so, together with a company resume if you operate through a limited company, and, if we shall request it, proper evidence of your entitlement to work in the United Kingdom together with any qualifications or certificates disclosed by you
- (b) to provide us with any information we reasonably request and any information relevant to the decision of a Client to engage you including information that may result in the best interests of a Client being affected in any way, whether relating to your health such that it may affect your ability to perform tasks which are intrinsic to the role or other matters relating to your ability to perform work efficiently or otherwise (including charges for criminal offences and undischarged criminal convictions)
- (c) to notify us immediately of any change in any of the information (without limitation) that you have provided to us at any time
- (d) to our verification of, retention and use of, all information and documents we obtain, either from you or from any other party relating to you, for the purpose of our statutory obligations and for locating work for you including the provision of such information and documentation to a Client, and relevant use by the Client
- (e) that clause 2.0(d) will apply to information received by us both before and after commencement of any engagement we arrange
- (f) that all information you provide hereunder will be full and accurate in all material respects
- (g) upon request to provide us with names of suitable referees that you warrant are not Relatives as defined by the Regulations
- (h) at all times to act in good faith towards us, and advise us if you wish your registration on our database to be removed.

2.1 We shall process all Personal Data in accordance with our Privacy Notice.

2.2 Where you are engaged by a Client, whether directly or via a third party of your choice, you acknowledge and agree that you will be responsible for all the contractual arrangements with the Client or any third party and you agree that we are neither involved in making the contractual arrangements nor do we have any role in initiating them.

## **Section 3 – general provisions applicable to all services and terms**

3.0 Whilst we shall at all times act in good faith, we may remove your details from our database at any time, and in any event we will cease looking for future work opportunities for you if you request us to cease providing our service.

3.1 The Supply Terms are for all purposes a separate agreement contained within this document for convenience only, but is subject to the terms set out in Sections 2 and 3.

3.2 We have no obligation to provide you with any information or service other than specifically as set out in this agreement or required by law, we do not guarantee that any work will be found and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you.

3.3 You recognise that a Client may withdraw an opportunity at any time before you have formally agreed to become engaged by such Client, and, whilst we shall endeavour to obtain accurate information from a Client, whether as to a role, nature of the work or otherwise, we accept no liability for information we have passed to you in good faith and cannot guarantee its accuracy.

3.4 We shall not be liable for any loss or damages if work found for you is not suitable, for any action tort or breach of contract by a Client, for any failure by us to provide any information or service (save to the extent strictly required by law), or arising out of any representation including any mistake or misrepresentation made

by a Client to you, or by us to you in good faith and deriving from inaccurate or incomplete information provided by a Client to us.

3.5 Without prejudice to clause 3.4 our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £5,000 save where a limit is precluded by law.

3.6 No provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination and all the provisions of this agreement are reasonable.

3.7 The definitions and meanings in Section 4 apply throughout these Terms of Business.

3.8 Each portion of this agreement, defined by punctuation and paragraphs, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion of this agreement that may otherwise be void; subject thereto any void portion may be severed, and the remaining provisions, including any such modified hereunder, shall continue in full force and effect.

3.9 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

3.10 Any reference to a statute regulation or statutory provision shall include reference to any amendment thereto and to any subordinate legislation or modification thereto at the relevant time.

3.11 No failure or delay by you or us to exercise any right or remedy provided under these Terms of Business or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

3.12 This agreement will continue until terminated on one week's written notice by one party to the other, save that you may not give notice during any period of Assignment unless the Supply Terms permit you to do so. Clauses intended to have effect following termination of any kind shall survive termination.

3.13 Save for any Special Terms and subject only to clause 3.14, these Terms of Business comprise the sole and entire agreement between you and us relating to the business described, supersede any previous terms issued by us, and you acknowledge that you have not relied on any representations made by us that are not set out in these terms.

3.14 These Terms of Business may not be varied except

(a) by us in providing you with a general amendment notice and/or Terms of Business, which will be deemed to apply unless you notify us in writing that you do not accept the amendments or revision within 7 days of receipt of the notice or revision, or

(b) by agreement (whether orally or otherwise) and confirmed in writing signed by an authorised officer of ours, or by inclusion of Special Terms in an Assignment confirmation applicable only to the relevant Assignment.

3.15 Any notice under these Terms of Business shall be in writing and sent to the addressee at the last known address by first class post, fax or by email. Notice shall be deemed to have been received, in the case of post on the postal delivery date following the date of posting, in the case of fax on the date of transmission, and in the case of email on the date of acknowledgement of receipt.

3.16 We may assign our rights and obligations under this agreement but you may not do so.

3.17 The Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction.

#### **Section 4 - definitions and meanings applicable to all terms**

**Agency Terms** those set out in Sections 1 to 3 subject to this Section 4

**Client** a client of ours, including any third party with whom we have a relationship of any kind as a client, or potential client, who employs you or may be interested in employing you or who may wish to utilise your services in any way

**Data Protection Laws** the EU Regulation 2016/679 (General Data Protection Regulation) and any data protection legislation applicable from time to time in the UK and use herein of 'Personal Data', 'Controller', and 'Data Subject' have the respective meanings defined therein

**Privacy Notice** our privacy notice made pursuant to the Data Protection Laws from time to time

**Regulations** the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended)

<b>Supply Terms</b>	the terms set out in Part 2- Supply Terms
<b>Terms of Business</b>	the terms and conditions contained in this document
<b>Work Types</b>	the types of work we shall seek for you in the Not for Profit/Education/Healthcare sectors

## Part 2 - Supply Terms

The terms in this Part 2 apply to our Supply Services and to any Proposal.

### Section 1 – our services

- 1.0 Where you have asked us to find supply work, it is agreed that
- (a) we shall provide our Supply Services in our capacity as an Employment Business
  - (b) Sections 2, 3 and 4 of the Agency Terms will apply as if the same were repeated herein
  - (c) whilst we shall at all times act in good faith and shall seek the Minimum Rate we cannot guarantee that the rate of pay will not be less and accept no liability if we offer you work at a lower rate whether or not you accept such work. For the avoidance of doubt the Minimum Rate shall not be lower than the National Minimum wage.
  - (d) should a potential Client wish to engage you for any work that is not within the Work Types, we may inform you of the terms proposed in a Proposal.

### Section 2 – proposals

2.0 You acknowledge and agree that the following terms shall apply in relation to Proposals:

- (a) a Proposal shall be either in writing or, if the proposed start date for you to provide your Work Services is immediate and/or we deem it is not reasonably practical for us to send a written Proposal to you before the start date, we may orally communicate the details of the proposed terms of the Proposal to you and forward a written confirmation setting out the terms of the Assignment as soon as it is reasonably practical for us after your work has commenced
- (b) you must notify us promptly of your decision to accept or reject a Proposal; notification can be oral or written, by facsimile, letter or email, by signature of acceptance on a copy of a Proposal, and in any event commencement of work under a Proposal shall be deemed to be your acceptance; once you have accepted a

Proposal we will rely upon your acceptance, but if you should change your mind you should notify us immediately

- (c) your acceptance of a Proposal that we offer you will be your acceptance of the work and the terms set out in the Proposal and your agreement to provide your services for an Assignment subject to and in accordance with the Supply Terms
- (d) where you have accepted a Proposal,
  - (i) we shall endeavour to supply you on Assignment to the Client from the Commencement Date but please note that we may withdraw a Proposal at any time prior to commencement of the related Assignment and we may terminate an Assignment at any time if we are asked by our Client to do so
  - (ii) if we have not already done so, we shall forward to you a form of timesheet, which you may use to record the time you spend during an Assignment in providing your Work Services to the Client
- (e) on or before the time of your acceptance of a Proposal you must inform us whether you have previously worked in any capacity for the Client or End User named in the Proposal at any time after 30<sup>th</sup> September 2011, and if you have so worked, provide us with the information requested in booking confirmation e-mail sent by your APCG Consultant.

### Section 3 – your obligations – information

3.0 In addition to the requirements of clause 2 of the Agency Terms, you agree

- (a) at all times to act in good faith towards us and the Client; accordingly you agree to inform us
  - (i) if you no longer wish to remain on our database of candidates, or

- (ii) if following an Assignment you do not currently wish us to provide a work finding service, for example where you have taken up employment with a third party (although we do not require you to provide the identity of that third party) or you do not wish to work through us, or
  - (iii) if you are unlikely to be available for work for any period, or
  - (iv) if you no longer wish to continue working under an Assignment for any reason
- (b) to help us ensure that you are provided with facilities to which you are entitled by the Client or End User, you must inform us if you are not provided with access to suitable facilities and amenities on a Client site to which you feel you should have access or which are available to directly engaged staff undertaking similar roles
  - (c) that you will inform us immediately if
    - (i) you feel that you are being treated unfairly, or
    - (ii) any payment we make to you is incorrect, or
    - (iii) for any reason you consider that we are not meeting our statutory obligations towards you, or (iv) you have any complaint about our services.

#### **Section 4 – client expectations**

4.0 You acknowledge that, if the Client is to continue to use your services through us under an Assignment, the Client will expect those services to be provided by you on the basis that

- (a) you undertake your work professionally, promptly, efficiently and in good faith using your own skill and expertise and with due care and to the best standards expected of you during the Work Time until the objectives of the work are completed and the Assignment is ended
- (b) the standard set out in 4.0(a) requires that you comply with all applicable health and safety laws and regulations and, to the extent applicable, any statutory requirements relating to the type of work required for the provision of the Work Services
- (c) as part of your function under the preceding clause, it is your responsibility to ensure your own safety and assess any risks or hazards that may affect your safety and to familiarise yourself with the working conditions and operating requirements at the Contract Site; this responsibility continues to apply even though the Client may provide you with its own internal policies, rules and regulations relating to safety or for the operation of equipment or machinery or relevant to working conditions, which you should comply with only to the extent that they relate to the proper performance by you of your work
- (d) during the Work Time
  - (i) you follow the proper directions and instructions of the Client as to your work and allow the Client to exercise day to day control
  - (ii) you will allow the Client to supervise your work to the extent properly required to enable the Client to progress its work requirements
  - (iii) you must abide by the reasonable rules and regulations that the Client indicates are relevant to external (i.e. non employed) personnel relating to security or operational matters but you will not be expected to follow any internal rules that relate solely to employees of the Client
  - (iv) if you are intending to be absent for any reason you will, as a matter of professional courtesy, notify the Client as soon as possible of your intention in order to enable the Client to progress its work requirements in your absence
  - (v) if the Assignment sets out any special requirements for the provision of the Work Services, that you take note of and perform your services in a way that does not conflict with those requirements
- (e) you will not import any software onto the electronic or computer systems of the Client or End User, or use any email or internet access except with all due care without, and only to the extent authorised by, the prior written consent of the Client or End User as the case may be
- (f) you will not use any facilities provided to you by the Client for any purpose other than is authorised by the Client
- (g) you will not engage in work for any third party capable of being in conflict with the best interests of us or the Client.

## **Section 5 – acknowledgements**

5.0 We may from time to time make enquiries and pass on comments and suggestions as between you, the Client and ourselves with the objective of ensuring the Assignment is being performed on a satisfactory basis for all concerned; we recommend that you raise with us any issues (including failure by the Client to sign a timesheet and treatment of you by others during the Assignment that you may find unacceptable) or questions as to instructions from the Client at the earliest time so that we can make the necessary enquiries and advise as we deem appropriate; we shall do our best to facilitate resolution at all times but if you wish to end the work we shall negotiate termination with the Client.

5.1 You acknowledge that the nature of temporary work is that its continuation is dependent upon the willingness of both you and the Client at any time; accordingly we may notify you and terminate an Assignment if the Client should advise us at any time, and by any means, that it no longer requires us to supply your services as a temporary agency worker, or if we should conclude that the Client may not meet its obligations to us, or if, in our opinion (which need not be reasonable) the work you are asked to undertake is not suitable for you.

5.2 You also acknowledge that, under the arrangements for an Assignment, the Client will be under no obligation to provide you, either directly or through us, with any advance notice of an end to an Assignment, or provide you with any reason for such termination, although it may choose to discuss any reason with you as part of its own policy concerning the handling of temporary personnel; if the Client asks you to leave, it is in your interests to inform us straightaway so that we can verify instructions from the Client to us and ascertain whether there is any prospect of the continuation of the Assignment; the Client has no right to terminate the Assignment or obligation to give you any notice; if you are informed of any intention to terminate you must immediately communicate this to us; only when we have confirmed to you that the Assignment is at an end is the Assignment terminated, as your contractual relationship concerning continuation of the Assignment is with us and not the Client; if the Assignment specifies that you are entitled to advance notice, we shall give you such notice ourselves.

5.3 Following your acknowledgments above, you agree that you are not obliged by contract, either express or implied, to perform your work in any way other than in good faith and as you reasonably consider appropriate; however if you do not provide your services in accordance with the Client's expectations the Client may ask us to terminate an Assignment and you acknowledge that if you have caused any damage to us or the Client through negligence or otherwise you may be liable for any loss claimed; nothing in this clause shall affect your separate obligations to us specified in this agreement.

## **Section 6 – what we ask of you**

6.0 To enable us to provide a continuing and valuable service to you, and to a Client where appropriate, we need information from you at various stages, and you acknowledge that we may not be able to maintain the continuation of any work if you do not provide such information; accordingly, although you are not under any obligation to us, we ask that you let us know

- (a) immediately if you do not consider the work suitable for you, in which event we will, if possible, discuss the matter with you and the Client
- (b) if you have any reason to believe that the Client will not sign any timesheet in respect of your work, with any reasons for your belief
- (c) immediately if you are likely to be absent from work for any reason during an Assignment, and if you are proposing to take a holiday, let us know in advance by completing our standard leave notification form or complying with our leave booking procedure as far in advance as is possible
- (d) if you no longer wish to continue working under an Assignment, or if you are unlikely to be available for work for any period.
- (e) Be professional at all time
- (f) Only discuss clinical matters

## **Section 7 – contract for services**

7.0 Throughout an Assignment Term you agree, as a temporary agency worker engaged by us for the purpose of supplying your services to the Client, to undertake the Work Services.

7.1 This contract is a contract for services and for the avoidance of doubt we are not your employer nor are you our employee under any contract of employment or an employee of the Client; no contract of employment is expressed or implied by reason of this agreement or any terms ancillary to this agreement and any implied

duty on the part of us as if we were your employer, or on your part as if you were our employee is excluded; specifically you do not have our authority to submit to any terms requested by a Client other than such that are stated as Special Terms ancillary to an Assignment, but the performance by you of any Special Terms is in accordance with the recognitions expressed herein and not pursuant to any specific obligation to us or the Client.

7.2 You agree specifically that you will not allege, seek to maintain or hold yourself out to any party that you are an employee of ours or a Client, or that you are authorised by us to agree to any terms on our behalf at any time.

7.3 You further agree that

- (a) you will not submit to the control of a Client to the extent that you consider that you have a direct contractual relationship with that Client
- (b) you are not under our control
- (c) you will at the end of each Assignment or immediately on request return to the Client any materials, documents or equipment of the Client which you have, or have had in your possession
- (d) you will maintain insurance to the level required in a Proposal, if any, and provide us with evidence of such insurance upon request.

### **Section 8 – your warranties**

8.0 You warrant and undertake, and this warranty and undertaking is renewed on acceptance of each Proposal, that

- (a) an adequate description of the services required to enable you to provide the Work Services has been given to you before the Assignment and, if you have been provided with a specification of work by the Client, you have the skill and expertise to meet such specification
- (b) you have not been convicted of any criminal offence (other than road traffic offences) relevant to our decision to hire you to provide the services or the Client's decision to allow you to access its site or systems, information or property for the purposes of supplying the services, nor is any charge pending for such an offence
- (c) you are authorised to provide work services in the United Kingdom and have any relevant visa or entry clearance documentation
- (d) you recognise that this agreement is a commercial contract for services and that there is no obligation upon us to provide any work to you, nor are you obliged to undertake any work other than under an Assignment
- (e) we have no obligation to provide you with information or any service other than as specifically, and to the extent, stated in this agreement or required by statute
- (f) in locating temporary work for you, and in agreeing to assist you as set out herein, we are providing you with a valuable service to enable you to obtain and continue with temporary work and you are not our employee
- (g) you will notify us immediately should the information or warranties provided in accordance with clauses 8.0(b) or (c) no longer be accurate.

### **Section 9 – what you must not do**

9.0 You agree that the arrangements recorded in this agreement between you and us reflect commercial terms, and that we have arrangements in place with each Client which entitle us to fees, and/or oblige us to protect the interests of the Client; accordingly, and in consideration of our services to you, you agree you will not

- (a) at any time divulge to any party or use for your own benefit any information capable of being confidential relating to the affairs, business or business method of us or the Client, or information received from us or the Client, except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed
- (b) at any time discuss with the Client either your rates of pay, or any other terms of your engagement with us, other than strictly as required for the proper objectives of the Work Services

- (c) solicit or otherwise seek to induce any other person engaged by us or a Client to terminate his or her arrangement with us or the Client and/or enter into an arrangement with you or any person with whom you are dealing for the purposes of directly or indirectly providing work services to the Client
- (d) act in conflict with the best interests of a Client or cause any damage or loss to a Client
- (e) Share any content to a third party
- (f) Contact other members of APCG Network Group directly
- (g) engage directly with the Client regarding private work benefiting you or the Client

9.1 You acknowledge and agree that bribery is a serious criminal offence; accordingly you must not do anything that may be construed or perceived by us as bribery, whether intended for our or your own advantage of any kind; without prejudice to any other remedy available to us, breach of this provision shall entitle us to terminate any Assignment and our Services to you immediately without notice.

9.2 You acknowledge that if you are approached directly by the Client for work or other benefiting means then you are obliged to let us know.

## **Section 10 – payment**

10.0 Our arrangements with the Client require that normally we cannot invoice the Client for our fees in respect of work done by you unless we provide to the Client a copy of a timesheet in each case recording hours actually worked and verified and signed by an authorised representative of the Client or End User (“Signed Timesheet”); further as you are paid for time worked we cannot pay you unless we have a record from you of the actual time that you have worked; accordingly you will keep accurate records of the hours you have worked in each case and provide us with a Signed Timesheet promptly.

10.1 If it is not possible for you to obtain a Signed Timesheet, and you provide a timesheet to us correctly recording hours that you have worked together with a full and satisfactory explanation to us of the circumstances relating to the failure or refusal of the Client to sign or verify the timesheet we shall, subject to our reasonable verification that such hours have been worked by you, treat the timesheet as a Signed Timesheet for the purposes of payment to you.

10.2 You agree and acknowledge that, if you do not submit a Signed Timesheet to us promptly during an Assignment, payment to you may be delayed; you also agree that if you should fail to submit a timesheet to us because of your own default within 40 days of the end of the relevant Assignment we may suffer loss as we may be unable to recover sums due to us from the Client; if, as a consequence of your delay and after we have made reasonable efforts to obtain the same, we are unable to recover our fees from the relevant Client, we shall nevertheless pay you but you will be liable to us for any loss that we suffer. **NOTE: YOU SHOULD SEND IN YOUR TIMESHEETS PROMPTLY TO AVOID DELAY IN PAYMENT. YOU MAY SUFFER LOSS IF YOU DO NOT DO SO.**

10.3 Subject to clauses 10.0 to 10.2 we shall pay you in accordance with the Payment Terms based on work performed by you during an Assignment, for time that you take as leave entitlement under the WTR, and for any Expenses, but not further or otherwise except as specifically required by statute.

10.4 Sums due to you will be calculated at the Pay Rate, net of PAYE and employee National Insurance contributions (as required by s.44 Income Tax (Earnings and Pensions) Act 2003) and any other statutory deductions; we shall include sums due to you for time that you take as leave as referred to in clause 11.0(d) with the payment immediately following the time in the month that you take your statutory leave.

10.5 Any sums owed by you to us under this agreement, including any excess payment of Holiday Pay over your statutory entitlement, may be deducted from any payment due to you at any time including upon termination of this agreement.

10.6 We undertake to pay you in respect of work done by you whether or not we are paid by the Client.

## **Section 11 – specific acknowledgements, absence and holidays**

11.0 You acknowledge and agree that

- (a) you are not authorised by us to accept any terms which the Client may seek to impose upon you and you will not accept any such terms without notifying us in writing in advance of your intention to do so

- (b) you are not under any obligation to comply with any terms requested by a Client, but you may choose to do so in order to meet the expectations for your services
- (c) during periods on an Assignment when you are not engaged in providing the Work Services and in between Assignments
  - (i) you have no obligation to work for us nor do we have any obligation to provide you with work, and
  - (ii) no period of work or obligation may be deemed either in relation to ourselves or a Client, and
  - (iii) you may work for any other person or company, and
  - (iv) the periods will not be taken into account in calculating any statutory entitlement unless otherwise specified by law
- (d) save to the extent that the AWR entitle you to additional rest breaks or leave you are entitled to rest breaks and annual leave only in accordance with the WTR, and the leave year for the purposes of those regulations commences on the 1<sup>st</sup> day of January each year
- (e) bank and public holidays are working days and you are expected to work on these days, although you may take them as part of annual leave
- (f) leave entitlement unused at the end of the leave year may not be carried over into the next leave year and you will not be entitled to be paid in respect of leave entitlement accrued but not taken during the Assignment Term, except as provided for in the WTR
- (g) your entitlement to Holiday Pay accrues and will be paid to you during any period of statutory leave entitlement or upon termination of your engagement with us in accordance with the WTR
- (h) where the proportion of leave taken by you exceeds the proportion to which you are entitled under this agreement, except where you have such an entitlement under the WTR, you will immediately, if we request you to do so, compensate us by repayment of all sums paid by us in respect of the excess leave including gross pay to you and all National Insurance payments we have paid on the relevant amount save to the extent that we are able to recover the same from any tax authority
- (i) if we notify you of a minor amendment to this agreement such amendment will apply from the date of notification unless you shall within 14 days of receipt of such notification inform us in writing that the amendment is not agreed.

## **Section 12 – termination and suspension**

12.0 Either you or we may terminate an Assignment immediately by giving written notice if the other shall commit an insolvency event, namely in the case of us that we become insolvent within the meaning of the Insolvency Act 1986, or in the case of you that you are made bankrupt.

12.1 Either you or we may terminate an Assignment on or after the Commencement Date if a Notice to Terminate is specified for that party in an Assignment upon giving to the other notice in writing of not less than the relevant period of notice.

12.2 We may terminate an Assignment with immediate effect regardless of any Assignment Term expressed in an Assignment and without liability

- (a) if we give notice to that effect in the event that you fail to provide information or references requested prior to the Commencement Date, within 10 working days of the Commencement Date, or in our opinion, you fail to provide a full and satisfactory service to the Client, or
- (b) if the Client Agreement is rejected by the Client prior to the Commencement Date, or is terminated for any reason, or if in our sole opinion (which need not be reasonable) we consider that you or the Client may not be able to or willing to perform your or its respective obligations to us, or that the work you are undertaking or being asked to undertake is not suitable for you, and we shall thereafter notify you verbally or otherwise of such termination, or
- (c) if you are in breach of any obligation under the Supply Terms or the Agency Terms, without prejudice to any claim arising from any such breach.

12.3 You may terminate an Assignment if we are in material breach of any of the terms of the Supply Terms, without prejudice to any claim arising from any such breach, provided that in the case of a breach that can be remedied you first give us written notice of the breach and we have not remedied such breach within 14 days of such notice.

12.4 We may suspend the operation of an Assignment at our sole discretion at any time and for any period of up to 14 working days upon informing you of suspension.

### **Section 13 – general provisions applicable to the Supply Terms**

13.0 The benefit of any work undertaken by you for the Client, including any copyright or intellectual rights of any kind in such work, shall be and remain the property of the Client and you will sign all documents required for verification of such rights as belonging to the Client.

13.1 You will not be entitled to any benefits of any kind, except such as are specifically conferred by this agreement or are strictly imposed by statute.

13.2 Neither party has any obligation to provide to, or carry out work for the other either during or following completion of an Assignment, save as specified in the Supply Terms.

13.3 You are not entitled to assign this agreement or subcontract any part of the Work Services to any other party, but we may assign this agreement or any part of our obligation, including payment, under this agreement upon giving notice to you.

### **Section 14 – definitions and meanings applicable to the Supply Terms**

**Assignment** the arrangement for you to provide your services to a Client on the terms set out in the relevant Proposal accepted by you and which is subject to the Supply Terms

**Assignment Term** the period for supply of your Work Services which may be specified in an Assignment, and any agreed extension thereto and which is subject to termination in accordance with the terms herein

**AWR** Agency Workers Regulations 2010 (as amended)

**Client** a Client (as defined in Section 4 of the Agency Terms) who is specified to be the Client in an Assignment and references to the Client in this Part shall be to the Client defined herein and include references in the alternative to “End User” except where the context so precludes

**Client Agreement** the agreement between us and the Client for the provision of services by you

**Commencement Date** the date agreed as the start of the Assignment Term

**Contract Site** the site specified in an Assignment, being the site to which we have been asked by the Client for you to report or provide your services, or such other site as may be agreed from time to time

**End User** any third party for whom, or at whose premises, the Work Services are performed as required by the Client or to whom the Client or any potential client provides information regarding you

**Expenses:** such expenses as are authorised in writing by a Client and supported by original vouchers/receipts

**Holiday Pay** such payment as is due to you for annual leave in accordance with the WTR and/or the AWR

**Minimum Rate** the minimum rate of pay we reasonably expect to pay you if you agree that we may supply you to a Hirer will be in line with National Minimum/Living Wage.

**Notice to Terminate** if agreed in relation to an Assignment, the period of notice to be given by a Party to terminate an Assignment

**Pay Rate** the rate or rates of pay specified in an Assignment

**Payment Terms** 7 days provided you have complied with the terms herein

**Proposal** an offer to you of temporary work comprising the information set out in the booking confirmation e-mail sent by your APCG Consultant and which, from the date of acceptance by you, comprises an Assignment

**Special Terms** the special terms specified in an Assignment, being arrangements that the Client will wish you to observe during the Assignment

**Work Services** your services agreed to be provided in an Assignment for the Client or End User at the Contract Site for the Assignment Term

**Work Time**

the hours worked in the performance of the Work Services during an Assignment and any additional hours that you may agree to provide your services

I ..... hereby confirm that I agree to the terms and conditions outlined above by APCG Clinical Services.

Signed: .....

Date: .....

