



# TERMS AND CONDITIONS – BANK WORKERS

## 1. DEFINITIONS AND GENERAL

- 1.1 In this part of these terms and conditions:
  - 1.1.1 'Bank Worker' means any self-employed temporary worker supplied by us to any client of ours.
  - 1.1.2 'you' means the individual Bank Worker to whom these terms and conditions shall apply and 'we', 'us', 'ourselves' or similar words mean PULSE Healthcare Limited trading as PULSE Bank, 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.
  - 1.1.3 'the parties' is used to refer to you and us, collectively.
  - 1.1.4 'assignment' means the services for which the Trust engages you, the Bank Worker, to work.
  - 1.1.5 'Engage' means to book/ or use the services of the Bank Worker for the purpose of the assignment and 'engagement' shall have a related meaning.
- 1.2 If you accept an assignment that we offer you, you shall be deemed to have accepted these terms and conditions whether or not you have signed the declaration at the bottom hereof.
- 1.3 Upon your acceptance of an assignment these terms and conditions together with the booking confirmation for the assignment shall constitute a contract for services between the parties and shall govern all assignments that you undertake. No contract shall exist between the parties between assignments.
- 1.4 'Trust' means our client to whom we supply a Bank Worker on an assignment
- 1.5 For the avoidance of any doubt, these terms shall not give rise to a contract of employment between the parties. You are engaged as a self-employed worker although we are required to make certain statutory deductions from your remuneration as is set out in more detail hereunder.
- 1.6 In our dealings with you we act as an employment business.
- 1.7 The headings contained herein are included for convenience only and shall not affect the interpretation of the contents hereof in any way.
- 1.8 No variation or alteration to these terms and conditions shall be valid unless approved by one of our Directors, in writing.
- 1.9 These terms and conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of those territories.
- 1.10 Our waiver of any breach by you of these terms shall not be or deemed to be a waiver of any other breach or subsequent breach of such terms
- 1.11 Any unenforceable or invalid term herein shall be deemed severed from the valid provisions which will remain in full force and effect.

## 2. OUR OBLIGATIONS TO YOU AND LIMITATION OF LIABILITY

- 2.1 We shall endeavour to seek assignments for you that are relevant to your skills and qualifications and of the type of work you indicated on your application form that you wish to do. We shall determine, in our sole and absolute discretion, your suitability for any assignment. We make no representation to you, however, that we will find a suitable position for you and you appreciate that there may be periods when no work may be available for you. We are not obliged to offer you work and we shall incur no liability to you for not doing so.
- 2.2 You will be paid weekly in arrears directly into your bank account for the previous week. If we receive your timesheet late, payment may be delayed.
- 2.3 We will pay you for the hours you work irrespective of whether or not we recover any payment from the Trust for your work. Your pay is subject to those deductions for PAYE Income Tax, National Insurance Contributions and any other amounts that we are required by law to make.
- 2.4 You will be paid at the rate of pay agreed for the assignment. This rate will be equivalent to or more than the national minimum wage. Pay rates are determined by the profession you work within and the Trust you work with. This rate will be in line with market rates. The scale of pay rates will be agreed on registration, the actual rate will be agreed on offer of assignment.
- 2.5 You will not approach the Trust with any complaint or inquiry about your remuneration. We will do this on your behalf.
- 2.6 We will confirm your assignment and all the details thereof, including your rate of pay, to you. The details of the assignment that are confirmed to you may thereafter be changed in exceptional circumstances only and only if the change is recorded in writing and signed by one of our Directors. This booking confirmation, together with these terms and conditions records our entire agreement with you. In the event that these terms and conditions conflict with the booking confirmation, these terms and conditions shall prevail.
- 2.7 We are not responsible for any personal injury or damage you may suffer whilst on the premises or property of the Trust, whilst acting on the Trust's instructions, or whilst traveling to or from the property or premises of the Trust.
- 2.8 Our liability to you for any losses arising from our breach of this agreement or our negligence is limited to the fees we have paid to you for the assignment in which your claim arises subject to a cap of 3 months' fees. We will not in any event be liable for any consequential, special or indirect losses or loss of profits. Our liability for death or personal injury arising from our negligence is not limited or excluded.
- 2.9 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 reasonable control.

## 3. YOUR OBLIGATIONS TO US AND TO THE TRUST

- 3.1 You are not obliged to accept any assignment that we offer you, but if you do so then you agree to do so in accordance with the requirements of these terms and conditions.
- 3.2 By accepting an assignment, you agree that you are willing to work in that position.
- 3.3 You are obliged to attend and complete your assignment whether or not you receive a written booking confirmation from us.

## 4. PERFORMANCE OF THE ASSIGNMENT

- 4.1 You shall commence the assignment punctually and conform to the normal work hours of the Trust unless we have expressly agreed otherwise with you and we have recorded our agreement in writing.
- 4.2 You will co-operate with the Trust's staff and accept the supervision and instruction of any responsible person within their organisation.
- 4.3 You will observe the Health and Safety Policy of the Trust and take all reasonable steps to safeguard your own safety and the safety of any other person who may be present or affected by your actions.
- 4.4 You will not smoke on the Trust's premises except where it is expressly permitted to do so.
- 4.5 You will wear any form of identification that the Trust requires and display this on your clothing at all times when you are on the Trust's premises.
- 4.6 Whilst carrying out your assignment, you will adhere to the terms of any generally accepted Codes of Professional Conduct that apply to your profession such as in the administration of drugs and sterile techniques.
- 4.1 You will not engage in any conduct detrimental to our interests or to the interests of the Trust.

## 5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 You will not disclose to any person other than a person authorised by the Trust any information that you may have acquired during or in connection with an assignment that is not already in the public domain. Specifically, but without derogating from the generality of the previous sentence, you will not disclose to any person other than a person authorised by the Trust any information that you may have acquired during or in connection with an assignment concerning a Trust'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.
- 5.2 You shall deliver up to the Trust or to us at the end of each assignment all documents and other materials belonging to the Trust (and all copies), which are in your possession including documents and other materials that you may have created during the course of the assignment.

The Trust is the sole owner of any work product, including any intellectual property rights thereto, created during the assignment.

## 6. REQUIRED PERIOD OF NOTICE

- 6.1 In the event that you do not wish to complete the assignment, you will give notice to ourselves as follows:

LENGTH OF ASSIGNMENT	REQUIRED NOTICE PERIOD
Up to 1 week	not less than 24 hours
1-4 weeks	2 clear working days
4 weeks-3 months	5 clear working days
3-6 months	10 clear working days
6 months+	14 clear working days

- 6.2 In the event that you become aware that you are, due to an extraordinary and unforeseen event beyond your control, unable to attend at your assignment you will inform us at the earliest possible opportunity and at least one hour before commencement of the assignment or shift. In all other circumstances, you are required to work out your assignment until your notice period is completed.

- 6.3 If you leave an assignment without giving the required notice to us we will hold you liable for any losses we may suffer as a result.

- 6.4 Nothing in this clause shall affect your status as a self-employed worker.

## 7. INFORMATION WE REQUIRE FROM YOU

- 7.1 You are required to produce evidence of your eligibility to work within the United Kingdom.
- 7.2 In the event that your circumstances change in any manner that might affect your continued eligibility to work in this country, you will immediately inform us of the change.
- 7.3 You must furnish us with proof of your identity as well as evidence of your experience, training and qualifications. We may request additional information from you and/or from any professional body to which you belong to determine your suitability for an assignment.

## 8. MISCONDUCT AND/OR TERMINATION

- 8.1 You will immediately inform us of any event that has resulted in disciplinary action being taken against you, any allegations of misconduct, or your suspension or dismissal from any position in which you were working in your professional capacity as a result of your alleged misconduct. You will do this irrespective of whether or not you consider the allegations to have any foundation or substance.
- 8.2 We may, without incurring any liability to you, alter or cancel your assignment at any time and at short notice in the event that:
  - 8.2.1 the Trust terminates the assignment;
  - 8.2.2 you absent yourself from your assignment without permission or without informing ourselves in advance;
  - 8.2.3 you reasonably believe that you have breached any of these terms and conditions;
  - 8.2.4 we reasonably believe that it may be detrimental, for any reason, to ourselves, to the Trust or to any other person for you to continue in a particular assignment.

## 9. EXPENSES

- 9.1 Unless we agree otherwise and record that exceptional agreement in writing, you are responsible for the cost of your own travel, meals, telephone calls, accommodation and any other business expenses. You must settle any amounts that you owe the Trust before you complete your assignment.
- 9.2 We will only reimburse expenses if we have agreed to do so in writing and when the expenses have been incurred wholly, necessarily and exclusively in order to perform your assignment.
- 9.3 Any payment we may make to you in respect of an expense claim that you present to us will 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 Trust for any reason we may reclaim these amounts from you.
- 9.4 We will report all expenses paid to you on your P11d. Your P11d will be submitted to the appropriate authority and is open to scrutiny. The appropriate authority may reject any expenses that they do not consider have been wholly, necessarily and exclusively incurred in the course of your performance of your assignment.

## 10. TIME SHEETS

- 10.1 Time spent traveling to and from the Trust's premises, lunch breaks and other rest breaks do not count as part of your working time for purposes of preparing your time sheet.
- 10.2 At the end of each week of your assignment (or in the case of an assignment of less than one week's duration, at the end of the assignment) you shall present to the Trust for signature a time sheet or other written record of the hours you have worked during the preceding period. You will thereafter submit the document to us.

## 11. LEAVE

- 11.1 For the purposes of calculating your entitlement to leave, the leave year commences on 1 October. Under the Working Time Regulations, you are entitled to 5.6 weeks' paid leave each leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.
- 11.2 Once you have been engaged on an assignment with us the right to be paid leave begins on the first day of the assignment. After that time, entitlement to paid leave accrues in proportion to the amount of time you have worked continuously on assignment during the leave year.
- 11.3 The amount of the payment to which you become entitled in respect of such annual leave is calculated in accordance with and in proportion to the number of hours that you have worked continuously on assignment. Payments for annual leave purposes are calculated on basic hours at basic rates of pay.
- 11.4 Payments made to you for assignments worked will include a payment for holiday pay. The proportion of the payment that is attributable to holiday pay will appear on your pay slip or can be calculated from information that we will make available to you on request.
- 11.5 You must give us notice in writing of your intention to take leave to which you are entitled and that notice should include the dates of your intended absence. You must give us notice of at least twice the length of the period for which you wish to take leave. Unless we inform you that it is not possible for you to take leave on the requested dates, you shall be entitled to take up your leave entitlement as notified.
- 11.7 None of the provisions of these terms and conditions regarding your statutory entitlement to paid leave shall affect your status as a self-employed worker.
- 11.8 In the case of Locums from whom we do not deduct National Insurance contributions; holiday pay is paid by the organisation or company responsible for the deduction of your National Insurance contribution.

## 12. WORKING TIME REGULATIONS

- 12.1 You may not work more than 48 hours in any 7 day period from Monday to Sunday.

## 13. NURSE PRECEPTORSHIP SCHEME

- 13.1 If you are engaged under the Nurse Preceptorship Scheme ("the Scheme") you will be subject to the above terms and conditions with the following variations:-
  - 13.1.1 Any assignment(s) under the Scheme is (are) for a total duration of 6 months.
  - 13.1.2 You shall only work 37.5 hours per week in any assignment under the Scheme. Any additional hours that you are engaged to work shall be outside the Scheme and shall be worked by you in the position of Health Care Assistant.
  - 13.1.3 Your engagement under the Scheme is at Band 5 only (or any equivalent grading introduced by us from time to time).
  - 13.1.4 You shall only work in one ward for the duration of your engagement under the Scheme.
  - 13.1.5 You will be subject to monthly performance reviews to be conducted by your Line Manager/Mentor (as applicable). In the event that we consider in our absolute discretion that your performance is unsatisfactory, we reserve the right to terminate your assignment and/or engagement under the Scheme with immediate effect.
  - 13.1.6 You are entitled to 2.8 weeks paid leave for an assignment of 6 months' duration (or if shorter, a pro rata entitlement) under the Scheme. You must take all such leave entitlement during your assignment(s) under the Scheme and none may be carried forward to any subsequent assignment.

## 14. DECLARATION

- 14.1 I confirm I have read the Terms and Conditions and agree to abide by them.

Bank Worker Name..... David F. Mizukubo Tarifa .....

Bank Worker Signature.....  .....

Date..... 02/11/2014 .....