

CONTRACT FOR SERVICES (To be signed by the Client & the Temporary Worker (TW))

Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.
The headings contained in this Agreement are for convenience only and do not affect their interpretation

THE CONTRACT

This Agreement constitutes a contract for services between the Client and the TW and governs the basis upon which the TW supplies his services to the Client.

For the avoidance of doubt this Agreement shall not give rise to a contract of employment between the Client and the TW.

ENGAGEMENT

The Client agrees to engage the services of the TW for the Assignment, and the TW agrees to provide his services to the Client during the Assignment, in accordance with this Agreement.

The TW and the Client acknowledge that the Assignment has been arranged by Prospectus Ltd.

OBLIGATIONS OF THE CLIENT

- The Client shall supervise, direct and control the TW during the Assignment.
- The hourly rate payable to the TW by the Client shall be as detailed in your Locum Confirmation letter. The Client shall be responsible for paying the TW remuneration and for accounting for the relevant PAYE Income Tax and National Insurance Contributions. These matters shall be dealt with on behalf of the Client by Prospectus Ltd.
- The Client shall reimburse directly any expenses incurred by the TW in connection with the Assignment provided that the Client has given prior authorisation for such expenditure.

OBLIGATIONS OF THE TEMPORARY WORKER (TW) TO THE CLIENT

The TW shall during the Assignment:-

- use all reasonable skill and care in the provision of his services.
- co-operate with staff and accept the direction, supervision and instruction of any person to whom he is responsible;

- conform to the rules and regulations and normal hours and standards of work and practice;
- take all reasonable steps to safeguard his own safety and the safety of any other person who may be affected by his actions on the Assignment;
- not engage in any conduct detrimental to the interests of the Client.

RECORD OF HOURS WORKED

At the end of each week of an Assignment the TW shall deliver to the Client a time sheet supplied by Prospectus Ltd. If satisfied, the Client will verify and sign the time sheet and agrees to submit the record to Prospectus Ltd by 1.00pm each Friday.

For the avoidance of doubt and for the purposes of the Working Time Regulations, the TW's working time shall only consist of those periods during which he is carrying out his activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the TW's working time for these purposes.

For the purpose of calculating the average number of weekly hours worked by the TW, the start date for the relevant averaging period under the Working Time Regulations shall be 1st October 1998 or the date on which the TW commences the Assignment, if later.

Under the Working Time Regulations 1998 (amended 2002), the TW is entitled to 28 days' paid leave per 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.

Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the TW on Assignment during the leave year. Payment in respect of the entitlement to paid leave shall be made together with and in addition to the TW's hourly rate.

None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the TW's status as a self-employed worker.

TERMINATION

Either the Client or the TW may terminate the Assignment at any time without prior notice and shall advise Prospectus Ltd. accordingly.

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

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