



## **Terms & Conditions**

Contract for Services –  
PSC Contractor (Ltd Company)

# Contract for Services - PSC contractors (effective 1st July 2015)

## This Agreement is made between:

Nursdoc Limited (Registered No. 08354601) whose registered office is at NWS House, Ground Floor, 1 High Street, Purley, Surrey, CR8 2AF ("Nursdoc") and

..... (Registered no .....

whose registered office is at ..... ("Contractor").

## 1. Definitions and Interpretation

1.1 In this Agreement the following definitions apply:

### "Consultant"

means such of the Contractor's employees, workers, officers or representatives supplied to provide the Contractor Services;

### "Agency Workers Regulations"

means the Agency Workers Regulations 2010;

### "Assignment"

means the Contractor Services to be performed by the Consultant for a period of time during which the Contractor is supplied by Nursdoc to provide the Contractor Services to the Client;

### "Assignment Schedule"

means written confirmation of the Assignment details set out in clause 6.2;

### "Calendar Week"

means any period of seven days starting with the same day as the first day of the First Assignment;

### "Conduct Regulations"

means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

### "Data Protection Laws"

means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;

### "Engagement"

means the engagement, employment or use of the Contractor and/or any Consultant by the Client or by any third party to whom the Contractor and/or any Consultant have been introduced by the Client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, license, franchise or partnership arrangement, or any other engagement, and "Engage", "Engages" and "Engaged" shall be construed accordingly;

### "First Assignment"

means:

the relevant Assignment; or

if, prior to the relevant Assignment:

the Consultant has worked in any assignment in the same role with the relevant Client as the role in which the Consultant works in the relevant Assignment; and

the relevant Qualifying Period commenced in any such assignment,

that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Consultant is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client);

### "Client"

means 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 Contractor is supplied or Introduced requiring the Contractor Services;

### "Contractor Fees"

means the fees payable to the Contractor for the provision of the Contractor Services, as set out in the relevant Assignment Schedule;

### "IR35 Legislation"

means Chapter 8 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000 (or the equivalent legislation in Northern Ireland);

### "Losses"

means all direct losses, liabilities, damages, costs, expenses (including reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

### "Minimum Rate"

means the minimum hourly rate of pay by Nursdoc to the Intermediary in respect of an Assignment which is a sum equal to the national minimum wage;

### "Period of Extended Hire"

means any additional period that the Client wishes the Contractor to be supplied for beyond the duration of the original assignment or series of assignments as an alternative to paying a Transfer Fee;

### "Qualifying Period"

has the meaning set out in Regulation 7 of the Agency Workers Regulations;

### "Relevant Period"

means (a) the period of 8 weeks commencing on the day after the last day on which the Contractor worked for the Client having been supplied by Nursdoc; or (b) the period of 14 weeks commencing on the first day on which the Contractor worked for the Client having been supplied by Employment Business; or (c) 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

### "Relevant Pay"

means any sum payable to a worker of the Client in connection with the worker's employment including any fee, bonus, commission, holiday pay, or other emoluments as further defined in Regulation 6 of the Agency Workers Regulations.

### "Relevant Terms and Conditions"

means terms and conditions relating to:

- Relevant Pay;
- the duration of working time;
- night work;
- rest periods;
- rest breaks; and
- annual leave

that are ordinarily included in the contracts of employees or workers (as appropriate) of the Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and any basic working and employment conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

### "Temporary Work Agency"

has the meaning set out in regulation 4 of the Agency Workers Regulations;

### "Transfer Fee"

means a fee payable by the Client to Nursdoc if the Client or any third party wishes to Engage the Contractor, as permitted by Regulation 10 of the Conduct Regulations;

### "Working Time Regulations"

means the Working Time Regulations 1998.

- 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.
- Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

## 2. The Contract

- This Agreement together with the attached Schedule and any applicable Assignment Schedule ("Agreement") constitutes the entire agreement between Nursdoc and the Contractor and governs all Assignments undertaken by the Contractor. However no contract shall exist between Nursdoc and the Contractor between Assignments. This Agreement shall prevail over any terms put forward by the Contractor.
- During an Assignment the Contractor will be engaged on a contract for services by Nursdoc on the terms set out in this Agreement. For the avoidance of doubt this Agreement shall not be construed as a contract of employment between any Consultant or any representative of the Contractor supplied to carry out the Assignment and either Nursdoc or the Client, and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.
- No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between Nursdoc and the Contractor and set out in writing and a copy of the varied terms is given to the Contractor no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.

2.4 Nursdoc shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 (as amended) when introducing or supplying the Contractor for Assignments with its Clients.

### 3. Relationship between Nursdoc and The Contractor and between The Client and The Contractor

3.1 Nursdoc will endeavour to obtain suitable Assignments for the Contractor performing the agreed type of work as a healthcare professional. The Contractor shall not be obliged to accept an Assignment offered by Nursdoc.

3.2 The Contractor 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 suitability of the work to be offered shall be determined solely by Nursdoc;

3.2.2 Nursdoc shall incur no liability to the Contractor should it fail to offer opportunities to work to the Contractor.

3.3 The Contractor acknowledges to Nursdoc that its services are supplied to Nursdoc as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Consultant (including the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Contractor Services are provided) shall fall upon and be discharged wholly and exclusively by the Contractor.

3.4 Nothing in this Agreement shall render any Consultant an employee or worker of either Nursdoc or the Client. The Contractor shall ensure that the Consultant does not hold him/herself out as an employee or worker of either Nursdoc or the Client. In the event that any person should seek to establish any liability or obligation upon Nursdoc or the Client on the grounds that the Consultant is an employee/employees or worker/workers of Nursdoc or the Client, the Contractor shall upon demand indemnify Nursdoc and keep it indemnified in respect of any such liability or obligation and any related Losses which Nursdoc or Client shall incur.

3.5 If before or during an Assignment or during the Relevant Period the Client wishes to Engage the Contractor or any Consultant directly or through another employment business, the Contractor acknowledges that Nursdoc will be entitled either to charge the Client a Transfer Fee or to agree to a Period of Extended Hire with the Client at the end of which the Contractor or the Consultant (as appropriate) may be Engaged directly by the Client or through another employment business without further charge to the Client. In addition Nursdoc will be entitled to charge a Transfer Fee to the Client if the Client introduces the Contractor or any Consultant to a third party (other than another employment business) who subsequently Engages the Contractor or any Consultant before or during an Assignment or within the Relevant Period.

3.6 If the Consultant has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Consultant is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the relevant Assignment Schedule or any variation to the relevant Assignment Schedule (as appropriate) and the Contractor will give the Consultant any such entitlements.

3.7 Save to the extent any such Loss results from any act or omission of Nursdoc or the Client, the Contractor shall indemnify and keep indemnified Nursdoc (or, as the case may be, the Client) against any Losses Nursdoc (or the Client) may suffer or incur as a result of any claim made by or on behalf of the Consultant under the Agency Workers Regulations.

3.8 If the Contractor is a Temporary Work Agency, it will comply with the Agency Workers Regulations in all relevant respects.

3.9 If the Contractor is a Temporary Work Agency, it will notify Nursdoc as soon as possible prior to the commencement of the first Assignment under this Agreement if the Consultant has a permanent contract of employment with the Contractor that satisfies the requirements of Regulation 10 of the Agency Workers Regulations and immediately if and when any such contract is terminated.

### 4. Warranties provided by The Contractor

4.1 The Contractor warrants to Nursdoc that:

4.1.1 by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party;

4.1.2 the Consultant has the necessary skills and qualifications to provide the Contractor Services; and

4.1.3 that the Contractor and the Consultant providing the Contractor Services have not opted out of the Conduct Regulations and that it will only supply Consultants to perform the Contractor Services who have not opted out of the Conduct Regulations;

4.2 The Contractor shall procure that the Consultant, any sub-contractor or assignee providing the Contractor Services warrant that they are not and do not operate as 'managed service companies' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that they are a personal service companies which are compliant in all respects with the IR35 Legislation

4.3 The Contractor warrants to Nursdoc that the Consultant has consented in writing to Nursdoc, any other Contractor involved in supplying the services of the Contractor and the Consultant to the Client (now or in the future) and the Client:

4.3.1 processing the Consultant's personal data for purposes connected with the provision of the Contractor Services and pursuant to this Agreement; and

4.3.2 exporting and/or processing the Consultant's personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of this Agreement.

4.4 The contractor warrants to Nursdoc that:

4.4.1 The contractor is not incorporated or registered in a jurisdiction outside of the UK

4.4.2 the contractor will comply at all times with ITEPA and the NICs Legislation including in particular in relation to the deduction of the appropriate PAYE and national insurance deductions and payment of the appropriate employers' national insurance contributions.

4.4.3 to confirm in writing whether or not the Agency Worker has a material interest (as defined in section 51 ITEPA) in the Intermediary. A "material interest" includes holding more than 5% of the shares of the Intermediary

4.4.4 comply with all relevant legal obligations, including but not limited to ITEPA, the NICs Legislation, VAT legislation and the Companies Acts

### 5. Contractor's Obligations

5.1 The Contractor agrees on its own part and on behalf of the Consultant if it accepts any Assignment offered by Nursdoc:

5.1.1 to co-operate with the Client's reasonable instructions and accept the direction of any responsible person in the Client's organisation within the scope of the Assignment;

5.1.2 to observe any relevant rules and regulations of the Client's establishment or the premises where the Contractor Services are being performed to which attention has been drawn or which the Contractor might reasonably be expected to ascertain, including but not limited to those relating to health and safety to the extent that they are reasonably applicable to the Contractor and the Consultant;

5.1.3 to take all reasonable steps to safeguard its own safety, the safety of the Consultant and the safety of any other person who may be affected by the actions of the Consultant whilst on the Assignment;

5.1.4 to comply with the Data Protection Laws in respect of any personal data which the Contractor is granted access to for the purpose of or by reason of the performance of the Contractor Services;

5.1.5 not at any time divulge to any person, nor use for its own or any other person's benefit, any Confidential Information relating to the Client's or Nursdoc' employees, business affairs, transactions or finances;

5.1.6 not to engage in any conduct detrimental to the interests of Nursdoc and/or the Client which includes any conduct which could bring Nursdoc and/or the Client into disrepute and/or which results in the loss of custom or business by either Nursdoc or the Client;

5.1.7 not commit any act or omission constituting unlawful discrimination against or harassment of any member of Nursdoc' or the Client's staff;

5.1.8 not to sub-contract or assign to any third party any of the Contractor Services which it is required to perform under any Assignment;

5.1.9 to furnish the Client and/or Nursdoc with any progress reports as may be requested from time to time;

5.1.10 to notify Nursdoc forthwith in writing if it should become insolvent, or if any of the arrangements set out in clauses 9.2.5 to 9.2.7 apply;

5.1.11 to comply with all the requirements of VAT legislation and the Companies Acts; and

5.1.12 to comply with all relevant legal obligations, including but not limited to statutory obligations.

5.2 As soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at Nursdoc' request, the Contractor undertakes to:

5.2.1 inform Nursdoc of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Consultant has worked in the same or a similar role with the relevant Client via any third party and which the Contractor and/or the Consultant believes count or may count toward the Qualifying Period; and

5.2.2 provide Nursdoc with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by Nursdoc; and

5.2.3 inform Nursdoc if the Consultant has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:

5.2.3.1 completed two or more assignments with the Client;

5.2.3.2 completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or

5.2.3.3 worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.

5.3 If the Consultant is unable for any reason to provide the Contractor Services during the course of an Assignment, the Contractor should inform Nursdoc as soon as possible, but in any event no later than 1 hour after the commencement of the Assignment or shift. In the event that it is not possible to inform Nursdoc within these timescales, the Contractor should alternatively inform the Client and then Nursdoc as soon as possible.

5.4 If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why it or the Consultant supplied to perform the Contractor Services may not be suitable for an Assignment, the Contractor shall notify Nursdoc without delay.

5.5 The Contractor acknowledges that any breach of its obligations set out in this clause may cause Nursdoc to suffer Loss and that Nursdoc reserves the right to recover such Losses from the Contractor.



## 6. Obligations of Nursdoc

- 6.1 Throughout the term of this Agreement Nursdoc will pay the Contractor the Contractor Fees in accordance with clause 8 below in respect of the provision of the Contractor Services.
- 6.2 At the same time as an Assignment is offered to the Contractor Nursdoc shall provide the Contractor with an Assignment Schedule setting out the following:
- 6.2.1 the identity of the Client, and if applicable the nature of their business;
  - 6.2.2 the date the Assignment is to commence and the duration or likely duration of the Assignment;
  - 6.2.3 the type of work, location and hours during which the Contractor would be required to provide the Contractor Services;
  - 6.2.4 any expenses payable by or to the Contractor;
  - 6.2.5 any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks; and
  - 6.2.6 what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.

## 7. Timesheets and Invoicing

- 7.1 At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than 1 week or is completed before the end of a week) the Contractor shall deliver to Nursdoc an authorised Nursdoc timesheet duly completed to indicate the number of hours worked by the Contractor during the preceding week signed by an authorised representative of the Client. Timesheets must be submitted within 30 days of the assignment.
- 7.2 Subject to the Contractor complying with the provisions of this clause 7 Nursdoc shall pay the contractor for all hours worked regardless of whether Nursdoc has received payment from the Client for those hours.
- 7.3 Where the Contractor fails to submit a properly authenticated timesheet Nursdoc shall, in a timely fashion, conduct further investigations into the hours claimed by the Consultant and the reasons, if any, that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Contractor.

## 8. Contractor Fees

- 8.1 Subject to the receipt of the Contractor's timesheet in accordance with clause 7 above, and the Contractor's compliance with this Agreement, Nursdoc will pay the Contractor the Fees in accordance with the payment terms specified in the Assignment Schedule and within 7 working days.
- 8.2 Subject to clause 8.9, if the Consultant:
- 8.2.1 has completed the Qualifying Period on the start date of the relevant Assignment, Nursdoc reserves the right to vary the Contractor Fees if there is any variation in of the Relevant Terms and Conditions; or
  - 8.2.2 completes the Qualifying Period during the relevant Assignment, in order to comply with the equal treatment provisions of the Agency Workers Regulations in relation to the Consultant in respect of pay, Nursdoc reserves the right to vary the Contractor Fees from the day after the date on which the Consultant completes the Qualifying Period and thereafter if there is any variation in of the Relevant Terms and Conditions.
- Any such variation will be as set out in a variation to the relevant Assignment Schedule and the Contractor shall ensure that, if at any time Nursdoc varies the Contractor Fees in accordance with this clause 8.2, the Contractor will, at the same time, make the same variations to the corresponding payments the Contractor makes to the Consultant.
- 8.3 Under the Agency Workers Regulations, on completion of the Qualifying Period the Consultant may be entitled to paid annual leave (save where the Contractor is a Temporary Work Agency and it is agreed in the relevant Assignment Schedule that the Consultant has a permanent contract of employment with the Contractor that satisfies the requirements of Regulation 10 of the Agency Workers Regulations) and/or unpaid annual leave in addition to the Consultant's entitlement to paid annual leave under the Working Time Regulations provided by the Contractor. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how any payment for such entitlement accrues in respect of the relevant Assignment will be as set out in the relevant Assignment Schedule or any variation to the relevant Assignment Schedule and the Contractor will pass this information on to the Consultant and, if the Contractor receives any such payment(s) for leave from Nursdoc, the Contractor will make the same payment(s) to the Consultant.
- 8.4 Subject to clause 8.9, if the Consultant has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Consultant may be entitled to receive a bonus. The Contractor will, and will procure that the Consultant will, comply with any requirements of Nursdoc and/or the Client relating to the assessment of the Consultant's performance for the purpose of determining whether or not the Consultant is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant criteria, the Consultant is entitled to receive a bonus, Nursdoc will pay the bonus to the Contractor and the Contractor will pay the bonus to the Consultant.
- 8.5 The Contractor shall be responsible for the deduction of any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Consultant for any Assignment and the Contractor hereby indemnifies Nursdoc in respect of all claims against Nursdoc that may be made by the relevant authorities with respect to tax liabilities, national insurance contributions and any other deductions (including without limitation interest and penalties).

- 8.6 All payments due from Nursdoc will be made to the Contractor and not to any third party or Consultant, any sub-contractor or assignee.
- 8.7 Nursdoc shall not be obliged to pay the Contractor for any periods during which the Contractor Services are not provided, whether this is due to the Contractor being unable to provide the Contractor Services or where the Client does not require the Contractor Services or otherwise in respect of holidays (save as where may be the case in accordance with clause 8.3), illness or absence of the Consultant.
- 8.8 The Contractor shall bear the cost of any training which the Consultant may require in order to perform the Contractor Services.
- 8.9 Clauses 8.2 and 8.4 will not apply where the Contractor is a Temporary Work Agency and it is agreed in the relevant Assignment Schedule that the Consultant has a permanent contract of employment with the Contractor that satisfies the requirements of Regulation 10 of the Agency Workers Regulations.
- 8.10 Costs and expenses are the responsibility of the Contractor and will not be paid unless agreed in writing with the Client and Nursdoc or requested in writing by the Client in advance. No costs shall be invoiced to Nursdoc until authorised by Nursdoc and the Client. Invoices will not, except in exceptional circumstances, be considered retrospectively. The Contractor shall provide receipts or such other evidence of actual payment of such costs as Nursdoc may require.
- 8.11 The Contractor shall ensure, throughout the term, that neither it nor any of its affiliates or any subcontractors, employees or persons to whom the contractor make payment in relation to the services has in place any arrangement involving the use of any scheme to avoid UK tax by diverting income of a UK resident individual to a non-UK resident company, partnership or trust of the payments made under this Agreement, or on any transaction connected with, or resulting from, this Agreement or the services. This clause shall apply where liability for a UK tax and National Insurance Contributions would exist were the UK resident person to be employed directly by Nursdoc / Client and whether or not the Contractor is based in the UK.
- 8.12 The Contractor shall:
- 8.12.1 ensure that the Consultants supplied by the Contractor are not in receipt of any remuneration which is not employment related income or if such remuneration is not employment related income it is not received as a consequence of providing any services to the Client;
  - 8.12.2 with respect to Consultants working in the UK ensure that it is, and it shall ensure that any intermediaries are, based wholly in the UK and comply with all relevant legislation and regulations;
  - 8.12.3 Provide to Nursdoc all the information reasonably required for Nursdoc, in the format requested by Nursdoc, to comply with its reporting obligations to HMRC within seven (7) days of the written request or on such timescale as may be agreed;
  - 8.12.4 On at least seven (7) days written notice provide Nursdoc or its representatives, with full access to the records (whether paper or electronic) with respect to this Agreement including payment records relating to the Consultants, in order that Nursdoc can audit the Contractor's compliance with this clause and its obligations with respect to HMRC;

## 9. Term and Termination

- 9.1 Unless explicitly changed in the Assignment Schedule, Nursdoc may terminate an Assignment immediately for any reason by giving written notice to the Contractor without liability or cost.
- 9.2 To terminate an Assignment, the Contractor must give Nursdoc the correct period of notice as stated in the Assignment Schedule. If no notice provision is specified in the Assignment schedule, at least one month's notice must be given (unless a shorter period is agreed in writing with Nursdoc).
- 9.3 Notwithstanding clauses 9.1 and 9.2 of this Agreement, where required by the Client, Nursdoc may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:
- 9.3.1 the Contractor has acted in breach of the rules and regulations applicable to third parties providing services to the Client or to the Client's own staff; or
  - 9.3.2 the Contractor has committed any breach of any of its obligations under this Agreement; or
  - 9.3.3 the Client reasonably believes that the Contractor has not observed any condition of confidentiality from time to time; or
  - 9.3.4 the Client is dissatisfied with the Contractor's provision of the Contractor Services and has terminated the Assignment; or
  - 9.3.5 either the Client or the Contractor is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
  - 9.3.6 an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client or the Contractor; or
  - 9.3.7 an order is made for the winding up of the Client or the Contractor, or where the Client or the Contractor passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
  - 9.3.8 the Contractor or the Consultant is suspected of any fraud, dishonesty or serious misconduct; or
  - 9.3.9 the Contractor is at any time in breach of Clause 8.11 and/or Clause 8.12; or
  - 9.3.10 Nursdoc has good reason to believe that the Contractor is, or will, in future, be in breach of Clause 8.11 and/or Clause 8.12; or
  - 9.3.11 any competent authority (including, without limitation, Her Majesty's Revenue and Customs) instigates any investigation or brings any charges against the Contractor in relation to the use of a scheme of the type identified in Clause 8.11 and/or Clause 8.12; or

- 9.3.12 the Contractor is unable to perform the Contractor Services for 2 days or more.
- 9.3.13 The Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between Nursdoc and the Client. In the event that the contract between Nursdoc and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.
- 9.4 The Contractor may only terminate this Agreement if:
- 9.4.1 Nursdoc is in default of any agreed payments under the Agreement and fails to remedy that default within 14 days of receiving a written demand from the Contractor; or
- 9.4.2 the Client fails to accord the Contractor reasonable access to premises, equipment, personnel or other information required for the Contractor to provide the Services;
- 9.4.1 and then, in the case of Clause 9.4.1 or 9.4.2 above, only by giving Nursdoc four weeks' notice in writing or such other period as Nursdoc shall be obliged to provide the Client, if longer; or
- 9.4.3 by agreement with Nursdoc and the Client on such period of notice as Nursdoc and the Client shall reasonably require which shall be consistent with any periods of notice agreed between the Client and Nursdoc from time to time.
- 9.5 Failure by the Contractor to give notice of termination as required in the Assignment Schedule shall constitute a breach of contract and shall entitle Nursdoc to claim damages from the Contractor for any resulting Losses suffered by Nursdoc.

## 10. Intellectual Property Rights

- 10.1 The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Contractor Services carried out by the Contractor and the Consultant for the Client during the Assignment shall belong to the Client. Accordingly the Contractor shall (and shall procure that the Consultant shall) execute all such documents and do all such acts as Nursdoc shall from time to time require in order to give effect to its rights pursuant to this clause.
- 10.2 The Contractor shall at the Client's request provide to the Client the originals of all IPR or software code, reports, manuals, plans, drawings, specifications or other documents or material referred to in Clause 8.1, and in any event shall provide such originals on the completion or earlier termination of the Services. The Contractor shall make no use of such documents or material other than for the purpose of providing the Services.

## 11. Confidentiality

- 11.1 In order to protect the confidentiality and trade secrets of any Client and Nursdoc and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of the Consultant as follows:
- 11.1.1 not at any time whether during or after an Assignment (unless expressly so authorised by the Client or Nursdoc as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or Nursdoc with the exception of information already in the public domain;
- 11.1.2 to deliver up to the Client or Nursdoc (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Consultant during the course of the Assignment; and
- 11.1.3 not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or Nursdoc as appropriate.

## 12. Liability and Indemnity

- 12.1 The Contractor shall indemnify and hold harmless Nursdoc against any costs or losses or damages arising as a result of any death, personal injury or fraud arising out of or as a consequence of the Contractor's negligence in carrying out the Services.
- 12.2 The Contractor shall indemnify and hold harmless Nursdoc and any of its Affiliates or Client on an ongoing basis against any costs or losses arising from the Contractor's breach of Clause 8.11 and/or Clause 8.12, or incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HM Revenue and Customs and any successor, equivalent or related body pursuant to the IR35 Legislation, ITEPA or the NICs Legislation and/or any supporting or consequential secondary legislation relating thereto).
- 12.3 The Contractor shall fully indemnify Nursdoc against all Losses arising out of any breach by the Contractor and/or the Consultant of this Agreement, or from the performance or non-performance by the Contractor and/or the Consultant of the Contractor's obligations hereunder, or from any negligent or unlawful act or omission of the Contractor or Consultant.
- 12.4 Notwithstanding anything else in this Agreement, the liability of Nursdoc to the Contractor in connection with this Agreement flowing from one event or a series of

connected events, whether arising under contract or by way of indemnity, negligence or otherwise, shall be limited to payment of the fees paid or payable in the calendar year in which the event giving rise to the breach of this Agreement occurred.

- 12.5 Neither party shall be liable to the other for any indirect or consequential loss, loss of profit, business or anticipated savings

## 13. Insurance

- 13.1 The Contractor warrants that at the commencement of this Agreement (or by no later than the commencement of any Assignment) it has in effect and shall maintain in force at least £1,000,000 professional indemnity insurance and £1,000,000 public liability insurance together with, if applicable, £1,000,000 employer's liability insurance during the Term and for at least one year thereafter or such other limits as shall be agreed in writing with Nursdoc.
- 13.2 The Contractor shall give Nursdoc a copy of the Limited Company Certificate of Incorporation, copies of any work permits for those Consultants requiring them, evidence of the existence of the Contractor's Employers Liability insurance and a copy certificate of the Contractor's Professional Indemnity Insurance and Public Liability Insurance with a reputable insurer.
- 13.3 The Contractor shall ensure that, if the consultant is a surgeon, physician, doctor, dentist, nurse or midwife then the consultant belongs to and subscribes to the Medical Defence Union or Medical Protection Society or other equivalent organisation (in the case of a surgeon, physician, doctor or dentist) or the Royal College of Midwives or other equivalent organisation (in the case of midwives) or the Royal College of Nursing or other equivalent organisation (in the case of nurses). Or is covered by the Clinical Negligence Scheme for NHS Trusts or other similar insurance scheme to cover their liabilities which arise under or in connection with this agreement. In the event that the consultant does not have such cover the contractor must inform Nursdoc immediately and if the Contractor fails to do so, it shall be responsible for and shall indemnify Nursdoc for any loss, liabilities, costs (including legal costs), damages or expenses that we may incur arising directly or indirectly from that failure.

## 14. Severability

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

## 15. Notices

- 15.1 Any notice required to be given under the Agreement shall be given either:
- 15.1.1 by first class post sent to the party to whom it is addressed at its last known principal place of business, in which case it shall be deemed to be served two working days after it was posted; or
- 15.1.2 by email. In the case of an email to Nursdoc, the email shall be to an official Company email address; and in the case of an email to the Contractor, the email shall be to an address the Contractor has used in the process of setting up and negotiating this Agreement. Emails shall be deemed to have been served within an hour of sending unless the sender has received an electronic message suggesting that the email could not be delivered within 24 hours of sending, or
- 15.1.3 in person, in which case notice is deemed to be served immediately.

## 16. Governing Law and Jurisdiction

This Agreement is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales.

