



TERMS OF ENGAGEMENT

Between

New Directions Professional Limited

And

[The Contractor]

1. DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply: –

“Assignment” means the period during which the Contractor is engaged by the Employment Agency / Business to render services to the Client.

“Client” means the person, firm or corporate body together with any subsidiary or associated Employment Agency / Business as defined by the Companies Act 1985 requiring the services of the Contractor;

“Contractor/Locum” means [name of candidate] engaged by the Employment Agency / Business to provide the services of its employees, officers or representatives to the Client;

“Employment Agency / Business” means New Directions Professional Ltd. Elgin House, 5th Floor, 106-107 St. Mary Street, Cardiff CF10 1DX

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

2. THE CONTRACT

- 2.1 These Terms constitute the contract between the Employment Agency / Business and the Contractor upon being signed on behalf of the Contractor and govern Assignments undertaken by the Contractor with the Client.
- 2.2 The Contractor's acceptance of contract(s) offered by New Directions' shall constitute acceptance by the Contractor of these terms.
- 2.3 No variation or alteration to these Terms shall be valid unless approved in writing by an appointed Manager of the Employment Agency / Business.
- 2.4 For the avoidance of doubt these Terms shall not be constructed as a contract between any individual supplied or any representative of the Contractor and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.
- 2.5 No contract shall exist between the Employment Business/Agency and the Contractor between Assignments

3. ASSIGNMENTS

- 3.1 The failure by the Employment Agency / Business to obtain suitable Assignments for the Contractor shall not give rise to any liability on the part of the Employment Agency / Business. The Contractor recognises that there may be periods between Assignments when no work is available
- 3.2 The Contractor shall not be obliged to accept an Assignment offered by the Employment Agency / Business.
- 3.3 Upon the acceptance by the Contractor of an Assignment the Employment Agency / Business shall supply the Contractor with an assignment confirmation note specifying the duration of the Assignment, the identity of the Client, the hourly rate payable by the Employment Agency / Business and such expenses as may be agreed, the notice period and any other relevant information.

- 3.4 If before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Contractor direct or through another employment business, the Contractor acknowledges that the Employment Business will be entitled either to charge the client a fee or if the contractor fails to inform the Employment Business of the direct contract the contractor shall be entitled to pay the employment business daily fee. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Contractor to a third party who subsequently engages the Contractor within the Relevant Period.

4. FEES

- 4.1 The Contractor will receive payment from the Client at which they are employed for an Assignment at the rate agreed by the Contractor and Client for each day/week worked by the Contractor, plus VAT where appropriate. Unless Employment Agency / Business is informed differently we will assume that the Contractor is registered as self-employed.
- 4.2 The Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers or representatives for any Assignment.
- 4.3 All payments will be made to the Contractor.

5. LIABILITY

- 5.1 The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its Staff during an Assignment.
- 5.2 The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance in respect of the Contractor and its Staff during an Assignment and shall make a copy of the policy available to the Employment Agency / Business upon request.
- 5.3 The Contractor shall ensure the provision of appropriate identification, work permits, visas, all written references upon request prior to any engagement unless previously submitted within 6 months prior to the assignment
- 5.4 The Contractor shall be liable to register with the Royal Pharmaceutical Society of Great Britain and will provide an appropriate reference together with all accreditations upon request prior to any engagement unless previously submitted within 6 months prior to the assignment
- 5.5 The Contractor shall be liable to inform Employment Agency / Business of any change of circumstances affecting its obligations under clauses 5.3 and 5.4, above and in the event of his being under investigation by any authorised body

6. CONTRACTOR'S OBLIGATIONS

- 6.1 The Contractor agrees on its own part and on behalf of its Staff as follows: -
- 6.1.1 Not to engage in any conduct detrimental to the interests of the Employment Agency / Business or the Client which includes any conduct tending to bring the Employment Agency / Business or the Client into disrepute or which results in the loss of custom or business.
 - 6.1.2 To be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Employment Agency / Business or the Client.
 - 6.1.3 To take all reasonable steps to safeguard its own safety and the safety of any other person who may be affected by its actions on the Assignment.
 - 6.1.4 To comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its Staff including but not limited to the Working Time Regulations.
 - 6.1.5 To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent that they are reasonably applicable.
 - 6.1.6 To co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client.
 - 6.1.7 To furnish the Employment Agency / Business with any progress reports as may be requested from time to time including but not exclusively the address of the first assignment location and that of any subsequent re-location within the course of that assignment.
 - 6.1.8 Not to sub-contract to any third party any of the services which it is required to perform under any Assignment.
 - 6.1.9 To notify the Employment Agency / Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
 - 6.1.10 To comply with all the requirements of VAT legislation and the Companies Act 1981.

7. ACKNOWLEDGEMENT

- 7.1 The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor and its Staff for the Client during the Assignment shall belong to the Client. Accordingly, the Contractor (on any staff employed by the Contractor) shall execute all such documents

and do such acts required by the Employment Agency / Business in order to give effect to its rights pursuant to this clause.

8. COMPUTER EQUIPMENT WARRANTY

8.1 The Contractor shall ensure that any computer equipment and associated software which it provides to its Staff for the purpose of providing the services contains anti-virus protection with the latest released upgrade from time to time and will be Year 2000 compliant.

9. CONFIDENTIALITY

9.1 In order to protect the confidentiality and trade secrets of any Client and the Employment Agency / Business 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 its Staff as follows: -

9.1.1 Not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Agency / Business 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 confidential information of the Client;

9.1.2 To deliver up to the Client or the Employment Agency / Business (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 Staff during the course of the Assignment;

9.1.3 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 the Employment Agency / Business as appropriate

10. TERMINATION

10.1 An Assignment may be terminated by the Contractor giving the other party in writing the period of notice specified as follows

Bookings made up to 4 months in advance a minimum of 3 months notice of cancellation is required

Bookings made up to 3 months in advance a minimum of 2 months notice of cancellation is required

Bookings made up to 2 months in advance a minimum of 1 month notice of cancellation is required

Bookings made up to 3 weeks in advance a minimum of 2 weeks notice of cancellation is required

Bookings made up to 1 week in advance a minimum of 72 hrs notice of cancellation is required.

If the Employment Business / Agency is not informed of the cancelled date(s) within the notice period above The Employment Business / Agency shall be entitled to charge the Contractor a cancellation fee of £20 per date(s) cancelled.

Each individual cancellation will be reviewed at the discretion of New Directions Professional and assessed accordingly.

10.2 Notwithstanding sub-clauses 11.1 and 11.6 of this Agreement, where required by the Client the Employment Agency / Business may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:

10.2.1 The Contractor has acted in breach of the rules and regulations applicable to the Client's own staff;

10.2.2 The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or

10.2.3 For any reason the Contractor proves unsatisfactory to the Client.

10.3 Notwithstanding sub-clauses 11.1 and 11.6 of this Agreement, the Employment Agency / Business may without notice and without liability terminate the Assignment should the Contractor become insolvent, dissolved or subject to a winding up petition.

10.4 Failure by the Contractor to give notice of termination as required in the assignment confirmation note shall constitute a breach of contract and shall entitle the Employment Agency / Business to claim damages from the Contractor for any resulting loss suffered by the Employment Agency / Business.

10.5 If the Staff are unable for any reason to work on an Assignment on the first day of the Assignment the Contractor should inform the Employment Agency / Business by no later than 7.00 am on the first day of absence to enable alternative arrangements to be made.

10.5.1 If the Employment Business / Agency is not informed of the cancelled date(s) within the notice period above The Employment Business / Agency shall be entitled to charge the Contractor a cancellation fee of £20 for this and any subsequent day in accordance with paragraph 10.1, above.

10.6 The Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Agency / Business and the Client. In the event that the contract between the Employment Agency / Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.

11. RESTRICTION

11.1 The Contractor shall not supply its services directly, or through any other person, firm or Employment Agency / Business, to any Client for which it has carried out Assignments at any time during the previous six months.

12.1 LAW

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

Signed on behalf New Directions Professional Limited

Date

Signed by or on behalf of the Contractor

Date