STANDARD TERMS AND CONDITIONS OF BUSINESS FOR ACCOUNTING AND TAX COMPLIANCE SERVICES TO BE PROVIDED BY PLUS US WORKFORCE SERVICES LLP

DEFINITIONS

"Conditions"	These terms and conditions
"**Letter of Engagement"**	The covering letter attached to these Conditions
"**Terms of Engagement"**	The terms and conditions which incorporate the Letter of Engagement and these Conditions
"Money Laundering Law"	The Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 and any other relevant law, including any amendment, extension, application or re-enactment and including any subordinate legislation
"Services"	The services to be provided by us to you as set out in the Letter of Engagement
"We" "us" "+Us"	Plus Us Workforce Services LLP; (Registered No. OC380974)
"**You" "Your"**	The Buyer to which we are providing the Services as defined in the G-Cloud Call-Off Agreement

1. Terms of Engagement

These Terms of Engagement shall apply in respect of the provisions of our Services and all work carried out by us will be governed by them.

2. Scope of services

2.1 We will provide back office support, payroll, invoicing and business support to you in relation to the engagement of temporary and/or off-payroll workers with a view to reducing your costs in the use of locum personnel. This includes, but is not limited to, locum workers engaged directly with you on your payroll, from your own bank of workers or workers engaged via Plus Us Medical Care Services Limited; workers engaged following an introduction from a recruitment business (however such workers are engaged by you); and workers engaged through a recruitment business (where the recruitment business is responsible for making payment to the worker).

2.2 We will provide electronic timesheet, invoicing and remittance services to you using our online technology in respect of temporary workers and locums and will be responsible for ensuring appropriate calculations are made for the payment of PAYE and National Insurance Contributions for payment to HMRC in relation to the payments made to temporary workers and locums engaged through personal services companies. All payments to temporary workers and locums, HMRC and any other person, firm or company, shall be paid from your bank account(s) unless we are instructed otherwise.

2.3 We may also provide payroll services to you in respect of your temporary employees and locums and will be responsible for ensuring appropriate PAYE and National Insurance Contributions are calculated for payment to HMRC in relation to the salaries and payments made to temporary employees and locums. All payments to temporary employees, HMRC and any other person, firm or company, shall be paid from your bank account(s).

2.4 If there is additional work that you wish us to carry out which is not listed below, please let us know and we will discuss with you whether they can be included in the scope of our work. However, it is acknowledged that we are not appointed to act as your VAT advisors or provide any advice on VAT and that such advice will be obtained by you from a third party as may be required from time to time.

2.5 You agree that any information provided to us in relation to this matter (including any personal data) may be disclosed to Brookson Limited, Plus Us Medical Care Services Limited, Brookson Legal Services Limited and Employment Agencies (As defined by the Employment Agencies Act 1973) and you consent to such information and data being processed both inside and outside of the European Economic Area as reasonably required.

2.6 The provision of legal advice in relation to any temporary employment/engagement procurement model is outside of the scope of these instructions. Where legal advice is required, this may be provided by Brookson Legal Services

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in accordance with their terms of business (below), but it is acknowledged that you have a choice of legal advisors and there is no obligation to use Brookson Legal Services for advice in relation to the products and services provided by us.

2.7 Where additional expertise is required we may need to seek this from or refer you to another accountancy practice, but we agree to provide you with full details of such requirements before information is shared with another accountancy practice not listed in these terms and conditions.

2.8 The commencement date of this engagement will be agreed between the parties and will last for an initial period of 24 months, except where another period is expressly stated in the Call Off Agreement between the parties. At the end of the initial period, this engagement will continue for a further period to be agreed between the parties unless terminated by either party in accordance with the Framework Agreement and/or the Call-Off Terms.

2.9 In the event that we, or any other member of the Brookson Group, are instructed to act on behalf of any temporary workers or businesses owned and/or controlled by them, such instructions will fall outside the scope of this agreement and will be subject to separate terms and conditions between Brookson Limited, Plus Us Medical Care Services Limited, Brookson Legal Services Limited, Brookson Solutions Limited or such other member of the Brookson Group and the temporary worker and/or their business**.**

3. Professional rules and practice guidelines

We will observe the bye-laws, regulations and ethical guidelines of the Institute of Chartered Accountants in England and Wales. We accept instructions to act for you on the basis that we will act in accordance with the same. You can see copies of these requirements by visiting our offices or the internet at www.icaew.com/regulations

4. Your responsibilities

4.1 You agree to provide full information necessary for us to advise you in relation to the provision of payroll, invoicing and remittance services and the procurement of temporary workers. We will rely on the information and documents being true, correct and complete and will not audit the information or those documents.

4.2 If you require tax advice in relation to a proposed transaction, we recommend that you instruct us sufficiently in advance so that we have time to obtain and provide properly considered advice prior to the transaction taking place.

4.3 You agree to authorise us to approach such third parties as may be appropriate for information that we consider necessary to provide the advice.

4.4 You will keep us informed of material changes in your circumstances that could affect your payroll and tax liabilities. If you are unsure whether the change is material or not, please let us know so that we can assess the significance.

4.5 You also agree to co-operate with any third-party sub-contractors engaged by us, to such extent as it is reasonably practical and necessary for the provision of services. You further agree not to unreasonably withhold or delay any consent, approval or response requested by us, or any other third party engaged to provide services to you in accordance with this letter.

4.6 You agree to ensure that your directly engaged temporary medical locums sourced through recruitment businesses will be engaged through our procurement model and technology to ensure that operational and financial benefits are achieved for you. During our engagement, you undertake not to use any other medical locum procurement model/technology without our prior written agreement.

4.7 Our services, as set out above, are subject to the limitations on our liability set out in the Framework Agreement and/or Call-Off Terms.

5. Legal Advice

5.1 We are not authorised or regulated to provide legal services and would recommend that you only seek legal advice from people, firms or organisations who are appropriately authorised and regulated to provide such advice. The provision of legal advice is clearly outside the scope of our remit or expertise and where your circumstances require such advice we may refer you to Brookson Legal Services Limited, but you are not obliged to use the services of Brookson Legal Services at any time and remain at liberty to engage any other solicitors at your discretion.

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5.2 We can confirm that no commission payments are made or received in respect of introductions to Brookson Legal Services Limited. We currently share business premises and have financial arrangements in place with Brookson Legal Services Limited for the provision of equipment, secondment of staff. Whilst this financial arrangement involves money passing between Brookson Legal Services and other members of the Brookson Group in respect of these items, it is not possible to quantify the amount paid by reference to any specific introduction as we do not receive any payments for clients referred.

6. Records

6.1 During our work we will collect information from you and others acting on your behalf. Any original documents that we hold on your behalf, will be stored for a maximum period of 7 years from the 31 January following the end of the tax year to which they relate. Where you are in possession of original documents you should retain them for the same period. This period can be extended upon request.

6.2 You must make available to us, at such times as we may request, all records and documents that we may need to enable us to provide the Services to you. It is your responsibility to ensure that such information is accurate and complete and not misleading or fraudulent.

6.3 Unless you provide us with written instructions to the contrary, we will destroy correspondence and other papers relating to you, your business and your accounts which are more than seven years old. You must instruct us in writing if you would prefer that we retain any document longer than seven years.

6.4 We reserve the right to charge a storage fee in respect of any documents retained on your behalf.

7. Conflicts of interest and independence

During our engagement, we reserve the right to act for other clients whose interests are or may be averse to yours. We will notify you immediately should we become aware of any conflict of interest which may affect our relationship.

8. Intellectual Property

All intellectual property rights in documents and materials generated by us in connection with the engagement shall be owned by us.

9. Data Protection

9.1 In this clause 9:

'client personal data' means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;

'data protection legislation' means all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

'controller', 'data subject', 'personal data', 'personal data breach', 'processor', 'process' and 'supervisory authority' shall have the meanings given to them in the data protection legislation;

'GDPR' means the General Data Protection Regulation ((EU) 2016/679); and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

9.2 We shall both comply with all applicable requirements of the data protection legislation. This clause 9 is in addition to, and does not relieve, remove or replace, either of our obligations under the data protection legislation.

9.3 We both acknowledge that for the purposes of the data protection legislation, you are the data controller and we are the data processor. Schedule 1 sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject.

9.4 In respect of the client personal data, unless otherwise required by applicable laws or other regulatory requirements, we shall:

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a. process the client personal data only in accordance with your lawful written instructions, in order to provide you with the services pursuant to our engagement with you and in accordance with applicable data protection legislation;

b. disclose and transfer the client personal data to members of our firm's network, our regulatory bodies or other third parties (for example, our professional advisors or service providers) as and to the extent necessary in order to provide you with the services pursuant to our engagement with you in relation to those services;

c. disclose the client personal data to courts, government agencies and other third parties as and to the extent required by law;

d. maintain written records of our processing activities performed on your behalf which shall include: (i) the categories of processing activities performed; (ii) details of any on cross border data transfers outside of the European Economic Area (EEA); and (iii) a general description of security measures implemented in respect of the client personal data;

e. maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of any client personal data and against accidental loss or destruction of, or damage to, such client personal data.

f. return or delete all the client personal data upon the termination of the engagement with you pursuant to which we agreed to provide the services;

g. ensure that only those personnel who need to have access to the client personal data are granted access to it and that all of the personnel authorised to process the client personal data are bound by a duty of confidentiality;

h. notify you if we appoint a sub-processor (but only if you have given us your prior written consent, such consent not to be reasonably withheld or delayed) and ensure any agreement entered into with the relevant sub-processor includes similar terms as the terms set out in this clause 9;

i. where we transfer the client personal data to a country or territory outside the EEA to do so in accordance with data protection legislation;

j. notify you promptly if:

i. we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of the client personal data; or

ii. we are served with an information or assessment notice, or receive any other material communication in respect of our processing of the client personal data from a supervisory body (for example, the Information Commissioner's Officer);

k. notify you, without undue delay, in the event that we reasonably believe that there has been a personal data breach in respect of the client personal data;

l. at your cost and upon receipt of you prior written notice, allow you, on an annual basis and/or in the event that we notify you of personal data breach in respect of the client personal data, reasonable access to the relevant records, files, computer or other communication systems, for the purposes of reviewing our compliance with the data protection laws.

9.5 Without prejudice to the generality of clause 9.2, you will ensure that you have all necessary appropriate consents, or other lawful basis for us to process information and appropriate notices in place to enable the lawful transfer of the client personal data to us.

9.6 Should you require any further details regarding our treatment of personal data, please contact our data protection officer at dpo@brookson.co.uk.

10. Proceeds of crime and money laundering

10.1 In common with all accountancy and legal practices we are required by the Money Laundering legislation to:

10.1.1 have identification procedures for all new clients;

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10.1.2 maintain records of identification evidence for all clients (this may require us to obtain further identification from you from time to time); and

10.1.3 report suspicious activities in accordance with our obligations imposed as a result of our membership of the ICAEW and any relevant legislation.

10.2 Although under English Law we are not required to obtain your consent for these purposes, we are informing you, as a matter of courtesy, that, in order to verify any information, you provide us we may make searches about you with various publicly available electronic databases, including credit reference or fraud prevention agencies.

11. Quality control

As part of our ongoing commitment to providing a quality service, our files may periodically be reviewed by external independent regulators, reviewers, auditors or quality controllers ("Reviewers"). Our Reviewers are highly experienced and professional people and, of course, are bound by the same rules for confidentiality as our principals and staff. By continuing to instruct us, you consent to your information being used as part of an audit review process.

12. Recording our telephone calls

We and/or our agents, business partners, associates or affiliates may record and/or monitor telephone calls, emails and any other communications between you and us (and/or our agents) for the purposes of training, security, quality control, service improvement and our lawful business purposes.

13. Help us give you the best service

13.1 We strive to provide a high quality of service at all times. If you would like to discuss how we could improve our service, or if you are dissatisfied with the service you are receiving, please let us know as soon as possible. If you do not feel that your concerns have been adequately addressed, please put your concerns in writing to our Managing Director, Jon Bennett.

13.2 We will look into any complaint carefully and promptly and do all we can to explain the position to you. If we have given you a less than satisfactory service, we will undertake reasonable endeavours to put it right. If you are still not satisfied you may of course refer the matter to the ICAEW.

14. Applicable law

Our engagement with you is governed by, and interpreted in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our Letter of Engagement and Terms of Engagement and any matter arising from them. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

15. Entire Agreement

You acknowledge and agree that in agreeing to these Terms of Engagement you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) relating to the provision of the Services other than as expressly set out in the Terms of Engagement or Engagement Letter and the Framework Agreement and/or Call-Off Terms.

16. **Changes in the law**

16.1 We will undertake reasonable endeavors to ensure that any advice or information provided to you is accurate and up to date, but we will not accept responsibility if you act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid in the light of any change in the law or your circumstances.

16.2 We will accept no liability for losses arising from changes in the law or the interpretation thereof that are first published after the date on which the advice is given.

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17. Insurance & Liability

17.1 We hold professional indemnity insurance in the best interests of you. Details of our insurer are as follows:

Hiscox Insurance Company Limited
1 Great St. Helens
London
EC3A 6HX
United Kingdom

17.2 Full details of our insurance policy can be found at our registered office.

17.3 We provide worldwide coverage; however, our policy does not cover any claim made or brought:

15.3.1 In the United States of America or Canada or territories under their jurisdiction;
15.3.2 Under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction.

17.4 Our liability to you shall be limited to £1,000,000 unless we expressly state a higher amount in the Framework Agreement or Call Off Agreement. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities, whether by post, fax or email, being misdirected or intercepted by third parties.

17.5 Your attention is drawn to the limitation on our liability contained in the Framework Agreement and/or Call-Off Terms. These limitations apply in respect of all advice provided by us, or any other third party with whom we sub-contract in order to provide information, advice and/or services to you.

17.6 We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

18. Use of technology

We continually update our systems processes and technology to ensure that we provide you with the best service in the most efficient manner. This may include using the internet, mobile telephone technology or other devices to provide you with information relating to the Services we are instructed to provide to you. You agree to your information and information relating to your company being used by us to communicate with you using the various technologies available from time to time. This includes posting your financial information on the internet. We will take all reasonable precautions to ensure that your information is password protected and both parties agree to take reasonable precautions to ensure that your passwords and login details are not shared with unauthorised third parties.

19. Acceptance

Signing and returning a call off agreement or continuing to instruct us to provide services to you, will amount to acceptance of these terms and conditions. We hope that the information set out in this document, together with our Letter of Engagement is of assistance to you.

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BROOKSON
LEGAL

TERMS OF ENGAGEMENT FOR IR35 REVIEW PROCESSES PROVIDED BY BROOKSON LEGAL SERVICES LIMITED

Thank you for engaging Brookson Legal Services Limited ("we", "us", "our") as your solicitors. This document and the attached Terms and Conditions of Business set out the basis on which we will act for you and the nature of the instructions you have provided to us.

Attached is a copy of our Terms of Business ("Terms") which set out the basis on which legal services will be provided. I would ask that you read this document carefully as it contains important information which you will find useful both now and whilst I am carrying out the work for you.

Both the Terms and this letter will apply to this matter. Where there is a conflict between the two documents, the information contained in this letter will apply. If you have any queries, please raise them with me as soon as possible.

1. The Client

In this matter we will be acting solely for you (the entity as defined on the G-Cloud Call-Off Agreement, referenced herein as "you" or "your"), and unless agreed otherwise in writing any advice provided will be intended for use by you only.

2. Scope and Nature of the instruction

Your instructions are to collate the information required by you to satisfy the off payroll worker compliance review required by HM Treasury Procurement Notice (07/12) and "IR35" Reviews on your off-payroll locums engaged through personal service companies to ensure compliance with the Intermediaries Legislation (as amended to reflect public sector changes effective from 6th April 2017) as required from time to time. This may include reviewing the terms of engagement of locum workers engaged by you and their working practices from time to time.

As part of this project, we may be required to contact the Locum worker to discuss the employment status of their assignment in further detail to enable us to establish how it complies with IR35. We are not being instructed by the locum workers to undertake these reviews and therefore, you instruct us to only share details of how the information provided by the locum reflects an employment relationship or a self-employed relationship (as the case may be) with the locum where doing so is in your interests.

The calculation of any taxes due and payable (including Deemed Payments) will be outside the scope of our instructions as this will be provided by Plus Us Workforce Services (if required) and fall outside of the scope of these instructions with us.

Your instructions are for Brookson Legal Services Limited to act on your behalf in this matter. You are not engaging the services of any other member of the Brookson Group by instructing Brookson Legal Services Limited under these terms and conditions, however, we are aware that you have engaged the services of Plus Us Workforce Services LLP in this procurement exercise and in accordance with the G-Cloud Call Off Contract. If you wish to use the services of other businesses within the Brookson Group, we are happy to refer them to you and you will enter separate terms of engagement with them directly.

3. Personnel

Each instruction will be allocated to a legal advisor within the team who will carry out the work on this matter on your behalf. However, you may speak with any other member of the team who will be familiar with this matter as required.

All work undertaken will be supervised by Carl Henning. Carl is a solicitor in the firm and can be contacted on 01925 235 723 should you have any queries or comments regarding this matter.

Should there be any need to change the person initially assigned to deal with the matter we will notify you promptly of this.

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4. Costs

The cost of each matter will be included in the overall costs which you pay under the G-Cloud 11 framework; we will not charge you separately for our services. It is therefore agreed that our fees in connection with this matter will be met by Plus Us Workforce Services LLP.

The fees are fixed and cover the work that you have instructed us to carry out. However, if further issues arise we will notify you of these accordingly.

In addition to our fee, you may be responsible for the payment of charges imposed by third parties (referred to as "disbursements"). We do not anticipate any disbursements at this stage, but we will keep you informed should any arise in the future.

Please be advised that we will not deal with any additional issues unless we receive confirmation from you to do so. We will, however, contact you in advance of this and provide you with an estimate of costs.

5. Sharing information with third parties

In order to provide you with a smooth transaction, we may provide a copy of our information to Brookson Limited, Plus Us Medical Care Services Limited and Plus Us Workforce Services LLP (trading as +Us), so they can advise you on the options available to engage the worker compliantly. We will also provide a copy of our opinion to the locum/worker (upon their request) so that they can seek further advice in relation to their working options as required. If you would prefer us not to provide information to the locum worker, Brookson Limited, Plus Us Medical Care Services Limited or Plus Us Workforce Services LLP, please let us know as soon as possible in writing sent to NHS@brooksonlegalservices.co.uk.

6. Complaints

Brookson Legal Services is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the invoice, please do not hesitate to contact Carl Henning (Compliance Officer for Legal Practice) on the telephone number in paragraph 3 above.

Should you feel like Carl is not in a position to satisfactorily resolve the issues, we have a procedure in place which details how we handle complaints which is available upon request.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman (at Legal Ombudsman, PO Box 6806 Wolverhampton WV1 9WJ) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint.

Your continuing instructions and/or entering into a Call Off Agreement pursuant to G-Cloud 11 will amount to acceptance of the Terms and the specifics of this letter.

Unless we hear from you to the contrary, we will proceed with your instructions on the basis as set out these terms.

We recognise that you have a choice of solicitors to act for you in this matter and would like to thank you for choosing Brookson Legal Services Limited on this occasion.

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BROOKSON
LEGAL

BROOKSON LEGAL SERVICES LIMITED TERMS OF BUSINESS

We aim to offer our clients a friendly and efficient service and this document sets out the Terms of Business ("Terms") on which we, Brookson Legal Services, provide professional legal services. If for any reason you have any queries with regards any of the items set out below, please feel free to contact us. All instructions that we accept will be on the basis of these terms and conditions unless we agree otherwise in writing.

Unless otherwise agreed with us these Terms will apply to all instructions you may give to us, both present and future.

1. Location & Hours of Business

Our office location is clearly stated on all correspondence from us. The office is open from Monday to Friday, 8.00 a.m. until 6.00 p.m. The office has an answering machine facility up on which messages can be left outside office hours. Alternatively, you can email the person who has care and conduct of your matter directly and they will respond during office hours.

2. Appointment

Should you wish to visit the office, please contact us and someone will arrange an appointment for you at a mutually convenient time. Alternatively, we are happy to come out to visit you at a mutually convenient time.

3. Standard of Service

We endeavour to provide you with a friendly and efficient service and aim to ensure that we meet your expectations in terms of the service to be provided with the right level and area of expertise. In particular;

- We will always act in your best interests and give you our best advice;
- We will update you with progress on your matter regularly, and keep you informed of any changes in the law, circumstances or risk which may have an effect on the matter;
- We will explain to you the legal work that is required as your matter progresses, and the likely timescale and costs involved.
- We are regulated by the Solicitors Regulation Authority and abide by the Solicitors Code of Conduct. Details of the Solicitors Code of Conduct can be accessed at: http://www.sra.org.uk/solicitors/code-of-conduct.page

4. Our Responsibilities

We are confident that we will provide you with a friendly and efficient service. The person dealing with your work is set out in the accompanying letter and we will work hard to avoid changing the people that you deal with. If this cannot be avoided, we will notify you as soon as practicable of the name and status of that person.

5. Your Responsibilities

To assist us in providing an efficient and effective service, we ask that you

- Provide us with clear, timely and accurate instructions;
- Provide all documentation required to complete the transaction in a timely manner;
- Safeguard any documents which are likely to have an effect on the work being carried out;
- Not ask us to carry out unrealistic instructions or to work in an improper or unreasonable way;
- Not deliberately mislead us;
- Cooperate with us as much as possible.

6. Liability

We hold professional indemnity insurance in the best interests of our clients. Details of our insurer are as follows:

Zurich Insurance Plc
London Underwriting Centre
3 Minster Court
Mincing Lane
London, EC3R 7DD

Full details of our insurance policy can be found at our registered office.

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Our liability to you for a breach of your instructions shall be limited to £3,000,000 unless we expressly state a higher amount in our Engagement Letter. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities, whether by post, fax or email, being misdirected or intercepted by third parties.

We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.

7. Charges and Expenses

We offer sensible and realistic fees which you are responsible for paying. Wherever possible, we will calculate our charges on a fixed fee basis which are detailed in the attached Engagement Letter. The charges that we have provided to you in relation to your matter cover the work that we have been instructed to carry out. However, such charges may increase depending on the type of case that we are carrying out, its importance and the complexity involved in carrying out the work. Additionally, if we are instructed to carry out further work by you then we will provide you with an estimate of what the revised charges will be.

You are expected to pay for the full cost of the matter regardless of whether we have been successful or not.

If your instructions mean that we have to work outside normal working hours, then we reserve the right to increase our charges. You will be notified in writing of any such increase.

Should we incur any additional expenses (disbursements) we reserve the right to only pay them when we have received confirmation from you that you will refund such additional costs or agree to pay such costs in advance of them being incurred.

8. Invoices & Payment Terms

Invoices provided by us will clearly show the work that is being charged for.

We will provide you with regular invoices to help you to keep on top of the charges we incur on your behalf. Where disbursements are incurred, we reserve the right to send you an invoice immediate upon those disbursements being paid or falling due.

We will provide invoices to you at timely intervals during the matter. However, where we have agreed a fixed fee for a matter, we reserve the right to submit our invoice at the outset of the matter.

All our invoices require immediate payment and we reserve the right to obtain money on account of some or all of our charges in advance ("payment on account"). We may also require payment of disbursements before they are incurred.

VAT will be charged on all our invoices and our VAT registration number is 165 4734 91.

9. Communication, Data Protection & Client Confidentiality

We will communicate with you by the most appropriate means, be it by telephone, email, facsimile transmission or post.

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice
- statutory returns
- legal and regulatory risk analysis and compliance

Our use of the information you provide is subject to your instructions, data protection legislation and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as your accountants, expert witnesses and other professional advisers which may be working for you. By providing us with your instructions you agree to information being disclosed as appropriate. We will notify you in the event that we need to share information with a third party. You may withdraw your consent at anytime by notifying us by post, fax, telephone call or email and this will not affect the quality of the service you receive from us. You have a right of access under data protection legislation to the personal data that we hold about you.

Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation, however, is subject to a statutory exception: recent legislation on money launder and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency. Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

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If, whilst we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or the reasons for it.

10. Conflicts of Interest

We try our best to avoid conflicts of interest, but they are inevitable in some transactions. In the event of a conflict of interest arising at any point during the transaction, we will notify you of the conflict of interest and may be required to cease to act on your behalf for the remainder of the transaction. We will co-operate with you insofar as we are permitted to do so by the Solicitors' Code of Conduct 2011 to minimise any disruption caused by the conflict of interest.

In the event of a conflict of interest between you and Brookson Limited, Brookson Solutions Limited, Plus Us Medical Care Services Limited , Brookson Financial Services Limited, or Plus Us Workforce Services LLP or any other part of the Brookson Group, we will decline to act for you in relation to the matter in which there is a conflict of interest.

Any advice that we give to you will be independent of any Brookson Group company and will be tailored to your circumstances. You are free to raise questions on all aspects of the transaction.

11. Anti-Money Laundering

The law requires solicitors to get satisfactory evidence of the identity of their clients and sometimes people related to them. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money.

To comply with the law, we will need to get evidence of your identity as soon as possible. Our practice is to obtain a Certificate from your accountants to confirm that Anti-Money Laundering checks have been carried out on you and your company. We may also carry out electronic searches from information provided by leading agencies. In the even that we incur any fees in relation to these searches, we reserve the right to pass these charges on to you as a disbursement. We will of course inform you of these charges and ensure that you are happy to cover the costs before the charge is incurred.

If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.

Accordingly, unless we inform you otherwise we will obtain the required information from Plus Us Workforce Services LLP.

12. Equality and Diversity

Brookson Legal Services is committed to promoting equality and diversity in all of its dealing with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

13. Storage of documents

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will keep a file of your papers for up to 6 years, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them 6 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody, but there may be additional charges for this.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However, we may charge you for:

- time spent producing stored papers that are requested;
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

14. Financial Arrangements

Our practice's policy is to only accept payments from clients in the form of a direct bank transfer or cheque. It is therefore essential that you provide the reference printed on all of our correspondence anytime you pay money to us.

Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

Whilst some clients are introduced to us from third parties, we can confirm that no commission payments are made or received in respect of such introductions.

We share business premises and have a financial arrangement in place with Brookson Limited for the use of equipment, secondment of staff and the use of business services (such as HR services and Information Technology). Whilst these financial arrangements may involve us paying monies to Brookson Limited in respect of these items, it is not possible to quantify the

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amount paid by reference to any specific introduction as we do not pay +Us or any other party for client referrals made to us.

Any information you disclose to us will not be disclosed to any third party (including Brookson Limited) without your prior written consent. Where our Engagement Letter provides that we will provide documentation/information to Brookson Limited, you signing and returning the Engagement Letter to us will be taken as your express written consent to such information being disclosed. Alternatively, continuing to instruct us without disputing our engagement letter will also confirm your consent to information being disclosed. You can withdraw your consent at any time by notifying us in writing or over the telephone.

The advice we provide will be independent and specific to your circumstances. You are free to raise questions at any time in relation to any aspect of the transaction.

15. Complaints handling procedure

We are confident of providing a high quality service in all respects. However, if you have any queries or concerns regarding the services that you are receiving please raise these concerns in the first instance with the person that is dealing with the everyday conduct of the matter concerned. If that does not resolve the problem, then you may raise your concerns with Carl Henning who is ultimately responsible for client care. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman (at Legal Ombudsman, PO Box 6806 Wolverhampton WV1 9WJ) to consider the complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint

We have a procedure in place which details how we handle complaints which is available upon request.

All correspondence relating to complaints should be sent to our registered office at: Brunel House, 340 Firecrest Court, Centre Park, Warrington, WA1 1RG.

16. Termination

You may terminate your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We may decide to stop acting for you only with good reason, e.g. if you do fail to pay an interim bill or there is a conflict of interest. We will give you at written notice of our intention to cease to act on your behalf.

If either of us decides that Brookson Legal Services should stop acting for you, you agree to pay our charges up until that point. These are calculated on an hourly basis as specified in the Engagement Letter but will be no less than £50 per hour plus expenses as set out in the Engagement Letter.

17. Data Protection

In this clause 17:

'client personal data' means any personal data provided to us by you, or on your behalf, for the purpose of providing our services to you, pursuant to our engagement letter with you;

'data protection legislation' means all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

'controller', 'data subject', 'personal data', 'personal data breach', 'processor', 'process' and 'supervisory authority' shall have the meanings given to them in the data protection legislation;

'GDPR' means the General Data Protection Regulation ((EU) 2016/679); and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

We shall both comply with all applicable requirements of the data protection legislation. This clause 7 is in addition to, and does not relieve, remove or replace, either of our obligations under the data protection legislation.

We both acknowledge that for the purposes of the data protection legislation, you are the data controller and we are the data processor. We will work with you to set out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject upon request.

In respect of the client personal data, unless otherwise required by applicable laws or other regulatory requirements, we shall:

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- process the client personal data only in accordance with your lawful written instructions, in order to provide you with the services pursuant to our engagement with you and in accordance with applicable data protection legislation;

- disclose and transfer the client personal data to [members of our firm's network,] our regulatory bodies or other third parties (for example, our professional advisors or service providers) as and to the extent necessary in order to provide you with the services pursuant to our engagement with you in relation to those services;

- disclose the client personal data to courts, government agencies and other third parties as and to the extent required by law;

- maintain written records of our processing activities performed on your behalf which shall include: (i) the categories of processing activities performed; (ii) details of any on cross border data transfers outside of the European Economic Area (EEA); and (iii) a general description of security measures implemented in respect of the client personal data;

- maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of any client personal data and against accidental loss or destruction of, or damage to, such client personal data.

- return or delete all the client personal data upon the termination of the engagement with you pursuant to which we agreed to provide the services;

- ensure that only those personnel who need to have access to the client personal data are granted access to it and that all of the personnel authorised to process the client personal data are bound by a duty of confidentiality;

- notify you if we appoint a sub-processor (but only if you have given us your prior written consent, such consent not to be reasonably withheld or delayed) and ensure any agreement entered into with the relevant sub-processor includes similar terms as the terms set out in this clause 17;

- where we transfer the client personal data to a country or territory outside the EEA to do so in accordance with data protection legislation;

- notify you promptly if:

- we receive a request, complaint or any adverse correspondence from or on behalf of a relevant data subject, to exercise their data subject rights under the data protection legislation or in respect of the client personal data; or

- we are served with an information or assessment notice, or receive any other material communication in respect of our processing of the client personal data from a supervisory body (for example, the Information Commissioner's Officer);

- notify you, without undue delay, in the event that we reasonably believe that there has been a personal data breach in respect of the client personal data;

- at your cost and upon receipt of you prior written notice, allow you, on an annual basis and/or in the event that we notify you of personal data breach in respect of the client personal data, reasonable access to the relevant records, files, computer or other communication systems, for the purposes of reviewing our compliance with the data protection laws.

- Without prejudice to the generality of this clause, you will ensure that you have all necessary appropriate consents and notices in place to enable the lawful transfer of the client personal data to us.

- Should you require any further details regarding our treatment of personal data, please contact our data protection officer by email at dpo@brookson.co.uk.

18. <u>Applicable Law</u>

We provide advice based on English law, legal principles and precedents. Accordingly, we are unable to provide any advice on the law applicable to other jurisdictions including (but not limited to) Scotland and Ireland). In the event that you require advice on the law relating to jurisdictions outside of England or Wales, we recommend that you seek legal advice from a local professional.

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

19. <u>Acceptance</u>

Your continuing instructions will amount to acceptance of these Terms and we hope that the information set out in these Terms has been of assistance to you.

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TERMS OF ENGAGEMENT FOR PLUS US MEDICAL CARE SERVICES LIMITED

AGREEMENT F0R THE PROVISION OF MEDICAL SERVICES

1. DEFINITIONS

1.1. In this Agreement unless the context otherwise requires:

Agreement means the agreement between the NHS Entity and the Company for the provision of the Medical Services incorporating these Terms and the details of Assignment provided by the Online Portal used by the NHS Entity;

Assignment means the period of engagement of the Company to provide the Medical Services;

Authorised Representative means any employee, officer or representative of the NHS Entity authorised to sign a Doctor's or Medical Professional's timesheet;

Business Day means any day on which banks are generally open for business in the City of London (other than Saturdays, Sundays or public holidays) and the expression Business Days shall be construed accordingly;

Company means Plus Us Medical Care Services Limited (whose registered office is at Brunel House, 340 Firecrest Court, Centre Park, Warrington, Cheshire, WA1 1RG) or such other person, firm or company engaged by the NHS Entity to provide Medical Services in accordance with this Agreement;

Confidential Information means (without limitation) lists or details of patients, service users, service providers, customers, suppliers and/or information relating to the working of any process or invention carried on or used by the NHS Entity, information relating to research, projects, secret formulae, processes, inventions, designs, know-how, discoveries, technical specifications and other technical information, accounts or financial dealings of the NHS Entity and/or price sensitive information;

Data shall mean Personal Data and/or Sensitive Data as defined in the Data Protection Legislation

Data Controller shall be as defined in the Data Protection Legislation

Data Processor and **Data Processing** shall be as defined in the Data Protection Legislation

Data Protection Legislation means (i) the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing laws as amended from time to time (ii) the Data Protection Act 2018 subject to Royal Assent to the extent that it relates to processing of personal Data and privacy; (iii) all applicable law about the processing of Data and privacy;

Data Subject shall be as defined by the Data Protection Legislation;

Data Subject Access Request shall be as defined by the Data Protection Legislation;

Doctor or Medical Professional means the suitably qualified individual(s) deployed by the Company to provide the Medical Services to the NHS Entity, who is a director or employee of the Company;

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Fee means the gross fee which shall be payable by the NHS Entity to the Company in respect of the Medical Services performed by the Doctor(s) or Medical Professional(s);

Medical Services means the services to be provided by the Company to the NHS Entity as set out in the details of Assignment provided by the Online Portal used by the NHS Entity which consist entirely of Medical Services provided by registered medical professionals with the primary purpose of protecting, maintaining or restoring the health of the NHS Entity's patients, service users or customers (howsoever defined);

NHS Entity means the NHS Trust, NHS Board, NHS Health Board or NHS hospital referred to in the details of Assignment provided by the Online Portal used by the NHS Entity;

Online Portal means the technology based booking/engagement system used by the NHS Entity to procure the provision of Medical Services including (but not limited to) the +Us Direct Engagement Portal, the +Us Vendor Management System (VMS) or such other technology provided by a third party from time to time;

Sensitive Data shall be as defined in the Data Protection Legislation.

1.2. Unless the Agreement 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 this Agreement are for convenience only and do not affect their interpretation.

1.4. Any reference in this Agreement to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as, from time to time, amended, consolidated, modified, replaced, re-enacted or extended.

2. THE AGREEMENT

2.1. This shall be the agreement to the exclusion of all other terms and conditions (including any terms and conditions which the NHS Entity purports to apply under any other document).

2.2. The Company has agreed to provide the Medical Services to the NHS Entity. For the avoidance of doubt, neither the provision of the Medical Services nor the terms of the Agreement are intended to create an employment relationship between the Company's Doctor(s) or Medical Professional(s) and the NHS Entity.

2.3. Details of the Fee and duration of each Assignment shall be detailed in the details of Assignment provided by the Online Portal used by the NHS Entity. Separate details of each Assignment will be provided by the Online Portal used by the NHS Entity and shall be issued by the NHS Entity for every Assignment. Each Assignment shall constitute a separate Agreement.

2.4. Without prejudice to clause 3.1, the Agreement may be transferred, sub-contracted or assigned to a third party by the NHS Entity or the Company provided that the prior written consent of the other party is obtained (such consent will not be unreasonably withheld or delayed).

2.5. The NHS Entity has no obligation to offer future contracts to the Company and if it does make any such offer, the Company is not obliged to accept it.

2.6. Nothing in the Agreement shall prohibit the Company from providing its services, or those of its Doctors or Medical Professionals, to any other person or organisation.

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3. ASSIGNMENT

3.1. The Company is obliged to undertake the Medical Services by providing such suitably qualified Doctor(s) or Medical Professional(s) as the Company considers appropriate, subject to the Doctor or Medical Professional being previously approved by the NHS Entity before Medical Services are undertaken by the Company.

3.2. It is recognised that the Company (and Doctors or Medical Professionals) are engaged in order that the NHS Entity's patients can benefit from those medical healthcare services. In order that the Doctor or Medical Professional can most fully use their skill and expertise for the benefit of the NHS Entity's patients, the Doctors or Medical Professionals (and the Company) shall retain reasonable autonomy in the method of performing the Medical Services, but in doing so, it shall co-operate with the NHS Entity and shall accept all reasonable and lawful instructions in relation to the scope of the Medical Services from the NHS Entity.

4. TIMESHEETS

4.1. The NHS Entity shall provide timesheets to the Doctor or Medical Professional and the Company shall use reasonable endeavours to procure that the Doctor or Medical Professional complete the timesheets each day the Medical Services are provided to the NHS Entity, detailing the number of hours worked.

4.2. At the end of each week of the Assignment (or at the end of the Assignment where an Assignment is for a period of less than one week or is completed before the end of a week) the Company shall deliver to the NHS Entity the timesheets duly completed indicating the hours for which the Company provided the Medical Services in the preceding week and signed by an Authorised Representative.

4.3. Signature of the timesheet by the Authorised Representative will constitute acceptance that the Medical Services have been provided for the hours indicated and to an acceptable standard.

4.4. In the event that the NHS Entity enters into a self-billing agreement with the Company, the timesheet must not be accompanied by an invoice from the Company for the amount due from the NHS Entity to the Company for the hours worked in that month. It is acknowledged that the amount due from the NHS Entity relates to the provision of Medical Services and therefore falls within the VAT exemption for Medical Services. In the event that VAT becomes payable in relation to the Medical Services, the amount due shall exclude any VAT due from, and payable by, the NHS Entity in relation to the Medical Services and VAT will therefore become payable on receipt of a VAT invoice.

4.5. Where there is no self-billing agreement in place, the Company's invoice should bear the Company's name and company registration number. It is acknowledged that the amount due from the NHS Entity relates to the provision of Medical Services and therefore falls within the VAT exemption for Medical Services. In the event that VAT becomes payable in relation to the Medical Services, the amount due shall exclude any VAT due from, and payable by, the NHS Entity in relation to the Medical Services and VAT will therefore become payable on receipt of a VAT invoice.

5. FEES

5.1. The Company shall receive payment from the NHS Entity for an Assignment at the rate specified in the details of Assignment provided by the Online Portal used by the NHS Entity. The payment will be in line with the role undertaken and the NHS pay scale applicable to that role as per The Medical and Dental National Terms and Conditions/Terms and Conditions - Consultants England (2003) Handbook (as amended from time to time), which will be confirmed when the Assignment is agreed by the NHS Entity.

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5.2. The NHS Entity shall settle all invoices rendered by the Company relating to the provision of Medical Services by the Doctor or Medical Professional within seven (7) days.

5.3. All payments shall be made to the Company.

6. LIABILITY

6.1. It is acknowledged that the Doctor or Medical Professional is providing Medical Services to the NHS Entity and as a result any liability for medical negligence or malpractice will fall within the scope of the NHS Indemnity provisions and shall not be passed onto the Company. Further, and to the extent permitted by law, the NHS Entity shall be liable to the Company for any claims for loss, damage, injury or expense incurred by the Company arising directly from any negligent or willful acts or omissions of the NHS Entity in respect of the Medical Services, or from a breach of the terms of the Agreement.

6.2. Neither party shall be under any liability to the other party for any indirect economic loss, consequential loss or damage (whether loss of profit, loss of business, depletion of goodwill or otherwise) costs or expenses or other claims for consequential losses suffered by the other party howsoever caused by the other party including but not limited to the negligence of the other party or as a result of a breach of the Agreement.

6.3. The Company shall maintain adequate employer's liability and public liability insurance for the duration of the Agreement and shall make a copy of such policies available to the NHS Entity upon reasonable request.

6.4. Should the NHS Entity be required to deduct tax and National Insurance Contributions from amounts paid to the Company in accordance with Chapter 10 of Part 2 of ITEPA 2003 - workers' services provided through intermediaries, the parties agree that this does not render the NHS Entity liable for any employment or worker rights in respect of the Doctor or Medical Professional. Any claims for employment or worker rights (whether pursued in accordance with the Employment Rights Act 1996 or otherwise), shall only be brought against the Company.

6.5. In the event that the Company submits an invoice to the NHS Entity where the NHS Entity has entered into a self-billing agreement with the Company, the Company agrees to fully reimburse the NHS Entity for all payments made to the Company in relation to the invoice which it has submitted outside of the self-billing agreement within 5 Business Days of payment being received and agrees to indemnify the NHS Entity in relation to all costs, expenses and liabilities incurred by the NHS Entity in reclaiming such payments from the Company.

6.6. It is recognised that the Doctor or Medical Professional has personally and on behalf of the Company, agreed to this Agreement as a condition of accepting the engagement and providing the Medical Services to the NHS Entity. Accordingly, in the event that the Company is unable to reimburse the NHS Entity in accordance with clause 6.5 above, the Doctor or Medical Professional agrees to personally reimburse the costs, expenses and liabilities incurred by the NHS Entity.

7. OBLIGATIONS OF THE COMPANY

7.1. The Company shall:

7.1.1. take all reasonably practicable steps to ensure that its Doctor or Medical Professional and any other person affected by the Doctor's or Medical Professional's actions on the Assignment are not unduly exposed to risks to their health or safety over and above those risks ordinarily identified in a hospital similar to that operated by the NHS Entity;

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7.1.2. ensure, so far as is reasonably practicable, that the Doctor or Medical Professional complies with any applicable health and safety policies and procedures which apply to limited companies in force at the premises where the Medical Services are being performed during the Assignment;

7.1.3. provide the NHS Entity with any progress reports which may be reasonably requested;

7.1.4. comply with all the requirements of VAT legislation and the Companies Act 1985;

7.1.5. comply with the Reporting of Diseases and Dangerous Occurrences Regulations 1995; and

7.1.6. undertake reasonable endeavours to ensure that its Doctor(s) or Medical Professional(s) act with integrity and conduct themselves in an appropriate and professional manner, including but not limited to ensuring that its Doctor or Medical Professionals do not attend work under the influence of, or smelling of, alcohol or illegal drugs and/or being, or appearing to be, in possession of firearms or other offensive weapons.

7.2. The Company shall be responsible for paying statutory sick pay, holiday pay, statutory maternity pay, paternity pay or adoption pay to its Doctor or Medical Professional providing the Medical Services under the Agreement.

7.3. The NHS Entity shall not be responsible for providing any training to the Company or its Doctor(s) or Medical Professional(s). It is acknowledged that the Company is solely responsible for maintaining the Continuing Professional Development of its Doctor(s) or Medical Professional(s).

7.4. The Company shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act of 2010. Without prejudice to the generality of this clause, the Company shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010.

7.5. The Company acknowledges that professional registration is an essential condition of the Company's engagement or continued engagement in the National Health Service and specifically the NHS Entity. It is therefore necessary for the Company (or its Doctor(s) or Medical Professional(s)) to produce evidence of that registration on demand and to renew that registration as required at the Company's own cost.

7.6. In order to work within the Clinical Governance framework, and all UK and EU legislation, the NHS Entity has procedures in place to ensure that it recognises the levels of competence of medical staff and that its medical staff are educated and trained to develop their abilities. The NHS Entity expects the Company and its Doctor(s) or Medical Professional(s) to comply with these procedures at all times and work within the Doctor's or Medical Professional's competence. These procedures encompass the competent use of diagnostic and therapeutic equipment. At all times, the Doctor's or Medical Professional's actions must be in the best interests and well-being of patients and in consideration of other members of the NHS Entity's staff. If a situation arises where the Company has concerns about its Doctor's or Medical Professional's own competence or ability to perform the Medical Services to an acceptable level, the Company must inform the NHS Entity immediately.

8. OBLIGATIONS OF THE NHS ENTITY

8.1. The NHS Entity shall:

8.1.1. notify the Company within seven (7) days in the event that the Doctor or Medical Professional is required to work outside the UK and provide details of any additional requirements including but not limited to medicals, visas and insurance;

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8.1.2. make available, free of charge, such working space and facilities at the premises as the Doctor or Medical Professional may reasonably require in order to perform the Medical Services; and

8.1.3. provide to the Company access to the premises and such of its information, records and other materials as may be reasonably necessary for the Doctor or Medical Professional to perform the Medical Services.

8.2. The NHS Entity shall ensure that any information provided by any Doctor providing the Medical Services in relation to an accident or incident at work is passed on to the Company so that the Company can comply with its obligations under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

9. TAX AND NATIONAL INSURANCE CONTRIBUTIONS

9.1. Subject to clause 9.6 below, the Company shall be responsible for any PAYE, Income Tax and National Insurance contributions ("NICs") and any other employment taxes and deductions payable in respect of its Doctor(s) or Medical Professional(s) under the terms of this Agreement.

9.2. Where any Doctor or Medical Professional provided by the Company to the NHS Entity is liable to be taxed in the United Kingdom and/or liable to pay National Insurance Contributions (NICs) in respect of income the Doctor or Medical Professional receives from the Company which may be derived from the Fees paid by the NHS Entity under this Agreement, the Company shall ensure that both the Company and the Doctor or Medical Professional:

9.2.1. complies with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax;

9.2.2. complies with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs;

9.3. The NHS Entity may, at any time during the term of this Agreement, request the Company or the Doctor or Medical Professional to provide information which demonstrates how the Company and the Doctor or Medical Professional complies with clause 9.2 above or why clause 9.2 does not apply to it.

9.4. A request under clause 9.3 above may specify the information which the Company and/or the Doctor or Medical Professional must provide to the NHS Entity and the period in which that information must be provided.

9.5. The NHS Entity may supply any information which it receives in accordance with this clause 9 to the Commissioners of Her Majesty's Revenue and Customs for the purposes of the collection and management of revenue for which they are responsible.

9.6. In the event that Chapter 10 of Part 2 of ITEPA 2003 - workers' services provided through intermediaries, applies to this engagement:

9.6.1. the NHS Entity shall be required to deduct tax and National Insurance Contributions at source from the amounts paid to the Company in accordance with this Agreement and conditions;

9.6.2. the invoiced amount and/or the rate advertised to the Company and/or the Locum Doctor or Medical Professional for the Medical Services shall be reduced by the prevailing rate of Employer's National Insurance Contributions (currently 13.8%) and the Apprenticeship Levy at the prevailing rate; and

9.6.3. the parties acknowledge and agree that the invoiced amount and/or the rate advertised being reduced in accordance with clause 9.6.2 above, shall mean that Employers' National Insurance

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Contributions are not paid by any Doctor or Medical Professional involved in the provision of the Medical Services.

CONFIDENTIAL INFORMATION

9.7. The Company shall use reasonable endeavours to ensure that its Doctor or Medical Professional will not during the continuance of the Agreement or afterwards (unless authorised to do so by the NHS Entity) use for their own benefit or any other person, or disclose to any other person or through any failure to exercise all due care and diligence cause or permit any unauthorised disclosure of any Confidential Information which it has obtained by virtue of the Assignment or in respect of which the NHS Entity is bound by an obligation of confidence to a third party.

9.8. For the avoidance of doubt, clause 10.1 shall not apply in respect of any Confidential Information which is in or becomes part of the public domain, other than through a breach of the obligations of confidentiality set out in this Agreement, or to the extent that the Company or its Doctor or Medical Professional are required to disclose Confidential Information by any applicable law, governmental order, decree, regulation, licence and/or rule.

9.9. The Company shall use reasonable endeavours to ensure that the Doctor or Medical Professional will (at the expense of the NHS Entity) deliver up to the NHS Entity (as directed) at the end of the Assignment all documents (and copies) and materials belonging to the NHS Entity which are in its possession or control.

10. DATA PROTECTION

10.1. The parties acknowledge that for the purposes of Data Protection Legislation:

10.1.1. Where the Company processes Data provided by the NHS Entity for the purpose of fulfilling this Agreement (for example, processing Data Subjects' names and telephone numbers for the purposes of the Company employing them, or Sensitive Data belonging to the NHS Entity for the provision of Medical Services), the Company is acting as a Data Processor and shall only process such Data in accordance with this Agreement, the lawful instructions of the NHS Entity (acting as Data Controller) and for the purpose for which it has been supplied to the Company; and

10.1.2. Where the Company processes Data for its own purposes (for example, in an employment relationship between the Company and the Data Subject), it is acting as a Data Controller and will ensure that it has a lawful basis for its processing activities.

10.2. Where the Company acts in the capacity of a Data Processor in accordance with clause 11.1.1 above, it shall:

10.2.1. process the Data only on documented instructions from the NHS Entity (including instructions contained in this Agreement), including with regard to transfers of Data to a third country or an international organisation, unless required to do so by law to which the Company is subject; in such a case, the Company shall inform the NHS Entity of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

10.2.2. ensure that persons authorised to process the Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

10.2.3. take all measures required pursuant to Article 32 of GDPR;

10.2.4. respect the conditions referred to in paragraphs 2 and 4 of Article 28 of GDPR for engaging another Data Processor;

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10.2.5. taking into account the nature of the Processing, assist the NHS Entity by appropriate technical and organizational measures, insofar as possible, for the fulfilment of the NHS Entity's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of GDPR;

10.2.6. assist the NHS Entity in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR, taking into account the nature of Processing and the information available to the Company;

10.2.7. at the choice of the NHS Entity, delete or return all Data to the NHS Entity after the end of the provision of services relating to Processing, and delete existing copies unless law requires storage of the Data; and

10.2.8. make available to the NHS Entity all information necessary to demonstrate compliance with the obligations laid down in Article 28 of GDPR and allow for audits, including inspections, conducted by the NHS Entity or another auditor mandated by the NHS Entity upon reasonable request during the Company's normal working hours.

10.3. The parties agree to take account of any guidance issued by the Information Commissioner's Office. Either party may on not less than 30 calendar days' notice to the other party amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

11. TERMINATION

11.1. Either the NHS Entity or the Company may instruct the other party to terminate an Assignment at any time upon giving the other party one (1) hours' notice in writing.

11.2. Either party may without notice instruct the other party to terminate an Assignment or this Agreement:

11.2.1. if the other party is in material breach of its obligations under this Agreement which cannot be remedied or commits a breach of a material obligation which can be remedied and fails to remedy it within thirty (30) minutes of receiving notice requiring it to be remedied; or

11.2.2. if the other party passes a resolution for its winding up or a court of competent jurisdiction makes an order for the party's winding up or dissolution, or an administrator or receiver is appointed in relation to the other party or if the other party makes an arrangement or composition with its creditors generally.

11.3. If the Doctor or Medical Professional is unable to perform the Medical Services for any reason, and a suitable substitute cannot be found then the Company (either directly or via the Employment Agency who introduced the Company, Doctor or Medical Professional to the NHS Entity) should inform the NHS Entity as soon as is reasonably practicable. In the event that the Company cannot find a substitute for the Doctor or Medical Professional and notice of the same has been given to the NHS Entity, the NHS Entity shall be able to terminate the Assignment with immediate effect provided that the Company receives all Fees due up to and including the date of termination of the Assignment.

11.4. The NHS Entity may terminate an Assignment if, in the event of a request being made in accordance with clause 9.3 above:

11.4.1. The Company and/or the Doctor or Medical Professional fails to provide information in response to the request within the time period specified in the request or, where no period is specified within the request, within a reasonable period of time;

11.4.2. The Company and/or the Doctor or Medical Professional provides information which is inadequate to demonstrate either how the Company and/or Doctor or Medical Professional complies

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with clause 9 above, or why clause 9 above does not apply to the Company and/or Doctor or Medical Professional;

11.4.3. In the event of a request being made in accordance with clause 9.3 above, the Company and/or Doctor or Medical Professional fails to provide the information specified in the request within the specified period; or

11.4.4. It receives information which demonstrates that Clause 9 applies to the Company and/or Doctor or Medical Professional and the Company and/or Doctor or Medical Professional are not complying with the obligations contained within clause 9.

12. NOTICES

12.1. Any notice or communication under the Agreement shall be in writing and shall be delivered personally or sent by email (to addresses usually associated with the Company (but not the Doctor or Medical Professional) or NHS Entity), by first (1st) class pre-paid post or by facsimile transmission to the party due to receive the notice or communication to its registered office or to such other address or facsimile number as a party may have notified to the other party.

12.2. Any such notice will be deemed to have been effected:

12.2.1. if delivered personally, at the time when left at the registered office or such other address as shall be notified;

12.2.2. if delivered by email within 2 hours of the beginning of a normal Business Day

12.2.3. if delivered by post, two (2) Business Days after posting;

12.2.4. if sent by facsimile transmission at the time of transmission or, if the time of transmission is outside normal working hours, upon the next Business Day.

12.3. E-mail notice shall not be valid for the purposes of the Agreement.

13. FORCE MAJEURE

13.1. For the purpose of the Agreement, **Force Majeure Event** means an event beyond the reasonable control of the affected party including without limitation, fire, storm, tempest, war, hostilities, rebellion, insurrection, military or usurped power, civil war, labour lock-outs, strikes and other industrial disputes, riots, commotion, disorder, decree of Government, non-availability of labour or any other circumstances which adversely affects the performance of the obligations of the Agreement.

13.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Agreement (other than a payment obligation) by a Force Majeure Event it shall promptly notify the other party of the nature and extent of the circumstances in question and the effects of the Force Majeure Event on its ability to perform its obligations under the Agreement.

13.3. Notwithstanding any other provision of the Agreement, neither party shall be deemed to be in breach of the Agreement or otherwise be liable to the other parties for any delay in performance or the non-performance of any of its obligations under this Agreement (other than a payment obligation) to the extent that the delay or non-performance is caused by the Force Majeure Event of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

13.4. If the Force Majeure Event continues for more than one month, the parties shall enter into discussions in good faith with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

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14. GENERAL

14.1. If any provision of the Agreement is held by a court or other competent jurisdiction to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected.

14.2. Any waiver by either party of any breach or any default under any provision of the Agreement does not constitute a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.

14.3. Nothing in this Agreement is intended to make the Company, Doctor or Medical Professional an employee, worker, officer, partner or agent of the NHS Entity.

15. THIRD PARTY RIGHTS

15.1. Nothing in the Agreement is intended to confer on any person any right to enforce any term of the Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

16. LAW AND JURISDICTION

16.1. The Agreement shall be governed by and construed in accordance with the laws of England and Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of the Agreement shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

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This Contract of Employment is made between:

(1) The **NHS Trust, NHS Health board or private healthcare provider** named in the Location Details section of the +Us online Workforce Technology Portal (**Us**, **We** or **Our**); and

(2) The **Employee** named in the 'Your Details' section of the +Us online Workforce Technology Portal (**You** or **Your**).

Recitals

This Contract, read in conjunction with details contained in the +Us online Workforce Technology Portal, sets out the particulars of Your employment with Us in accordance with section 1 of the Employment Rights Act 1996. It should be read in conjunction with Our Employee Handbook. Where there is any difference between the terms and conditions contained in this Fixed Term Temporary Contract of Employment and the Employee Handbook, the Fixed Term Temporary Contract of Employment will prevail. This Contract applies with effect from the Commencement Date.

Important information relating to key details of your employment and definitions used within this Contract are contained within the +Us online Workforce Technology Portal and details of where this information is located within this Portal can be found at the end of this Contract.

Agreed terms

1 Term of Employment

1.1 Your Employment shall commence, or be deemed to have commenced, on the date on which you commence providing your services to Us as set out within the online Workforce Technology Portal (**Commencement Date**) and shall continue, subject to the remaining terms of this Contract, until the end date specified within the online Workforce Technology Portal (**End Date**) where upon it will automatically terminate without the need for any further notice to be served, subject to this agreement being terminated earlier by either party giving in accordance with clause 10.

1.2 We may propose an extension to the term of this Contract at any time prior to termination by sending You a notification through the online Workforce Technology Portal. If You agree to extend the term of this Contract by confirming acceptance in the online Workforce Technology Portal and/or continuing to work under the terms of this Contract, Your employment with Us will continue in accordance with the terms of this Contract and will terminate automatically on the revised end date (**Revised End Date**) without the need for further notice to be served by either party, save where notice of earlier termination is served by either party in accordance with clause 10.

1.3 Your continuous employment for the purposes of the Employment Rights Act 1996 will begin on the Commencement Date. No previous employment with Us or any previous employer counts towards Your period of continuous employment with Us.

2 Job title and Duties

2.1 Your Job Title will be specified within the online Workforce Technology Portal.

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2.2 On the Commencement Date, You should report to:

(a) the Medical Staffing Department located in Our main HR Department (if you commence employment during normal office hours between Monday and Friday) where you will be put in contact with the senior doctor in the relevant ward/area in which You are engaged to work, or such other person notified to You within Our online Workforce Technology Portal (**Point of Contact**) or

(b) the main hospital switchboard (if you commence employment outside office hours) where You can collect Your bleep and access card/fob/keys (if applicable) and will be put in contact with the Point of Contact.

2.3 The Point of Contact is responsible for checking Your identity. Once Your identify has been checked, the Point of Contact will request that You attend the relevant ward or department where You must contact the senior doctor on duty to arrange to complete any required departmental induction.

2.4 During the term of this Contract, Your **Line Manager** will be the person named within the online Workforce Technology Portal which will usually be the Lead Consultant or the Supervising Consultant.

2.5 Your main duties will be all those duties normally associated with your Job Title and will be explained to You by the Point of Contact, Line Manager or senior doctor. You may also be required to undertake other duties, from time to time, as reasonably directed by Us. Where appropriate, We may appoint you to another role from time to time and We reserve the right to vary your duties.

2.6 During the term of this Contract, You shall:

(a) devote the whole of Your time, attention and abilities to Our business (except during holidays and authorised periods of absence);

(b) faithfully, competently and diligently exercise such powers and perform such duties as may from time to time be assigned to You by Us;

(c) comply with all reasonable and lawful directions given to You by Us;

(d) promptly make such reports to Head of Department in connection with Our affairs on such matters and at such times as are reasonably required;

(e) report Your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee, locum worker or director to Head of Department immediately on becoming aware of it;

(f) use Your best endeavours to promote, protect, develop and extend Our best interests and reputation;

(g) disclose to Us all circumstances in which there is, or may be, a conflict of interest between You and Us or any patients;

(h) remain registered with the General Medical Council (or other regulatory body applicable to Your Job Title) and hold an appropriate licence to practise;

(i) comply with such rules, regulations and other requirements of any relevant professional body, authority or organisation applicable to your duties; and

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(j) notify Us of any matters that adversely affect or may adversely affect Us including but not limited to the misuse by any employee of Confidential Information and/or in respect of which You intend to make a qualifying disclosure as defined by section 43B of the Employment Rights Act 1996.

2.7 You shall comply with any rules, policies and procedures set out in Our Employee Handbook, a copy of which is available from the HR Department. The Employee Handbook does not form part of this agreement and We may amend it at any time.

2.8 We will take all reasonably practicable steps to ensure Your health and safety and welfare while at work. You are required to familiarise yourself with the Company's Health and Safety Policy and its Safety and Fire rules. It is also Your legal duty to take care of Your own health and safety and that of Your colleagues.

2.9 All documents, manuals, hardware and software provided for Your use and any data or documents (including copies) produced, maintained or stored on Our computer systems or relating to Our patients/service users, or other electronic equipment (including mobile phones, swipe cards/access devices), remain Our property and must be returned at the end of Your employment with Us.

3 Place of work

3.1 Your normal place of work will be at the location set out in the online Workforce Technology Portal and You will be required to work from this location or such other location which We may reasonably require for the proper performance and exercise of Your duties.

3.2 You agree to travel as may be required for the proper performance of Your duties.

3.3 During Your Employment You shall not be required to work outside the United Kingdom.

4 Hours of work

4.1 Your normal working hours or shift pattern will be as set out within the online Workforce Technology Portal. Where You are required to work on set shifts in accordance with Our shift rota, You will be notified of the shift pattern in advance of you commencing work.

4.2 In certain circumstances, We may agree with You that it is necessary to adjust or exceed the hours in order to ensure that your normal duties are properly performed. You will be entitled to be paid for this work in accordance with clause 5 providing that your Line Manager authorises the additional time in advance of it being worked and via the online Workforce Technology Portal.

4.3 If You are expected to spend time on more than one site during the course of Your working hours, travelling time to and from Your normal place of work to other sites will be included as working time.

4.4 Travel to and from Your place of work for NHS emergencies and Excess Travel will count as working time. For the avoidance of doubt, travelling time between Your normal place of work and home or private practice premises will not be regarded as part of Your working time.

Excess travel: is time spent travelling between home and a working site other than Your normal place of work after deducting the time normally spent travelling between Your home and Your normal place of work.

4.5 You acknowledge that the combination of Your normal hours of work and additional hours and travel time may cause You to exceed the maximum number of 48 hours that they are allowed to work per week on average

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under the Working Time Regulations 1998 (**Regulations**) and by signing this agreement You consent, in accordance with the Regulations, to work more than 48 hours per week on average should Your duties under this Contract so require. You may withdraw Your agreement to this exclusion by giving Us 3 months' notice.

5 Remuneration

5.1 You will be required to complete an online time sheet each day which shall be approved by Your Line Manager (or other approved representative) on a weekly basis to confirm the numbers of hours that You have worked and for which payment shall be made. For the avoidance of doubt, if You work more hours than those referenced in clause 4 without Your Line Manager's authorisation in advance, as required by clause 4.2, then We reserve the right not to pay You for those additional hours. In addition, if You fail to submit a valid timesheet within 4 weeks of carrying out work then We reserve the right not to pay You for those hours worked.

5.2 For the purposes of calculating Your pay, the working week runs from Monday to Sunday, unless We provide notice to the contrary.

5.3 The **Salary Rate** contained within the online Workforce Technology Portal is the amount of pay You are entitled to receive for each hour worked in respect of Your employment with Us. The Salary Rate is dependent on whether You are eligible to join, and if so, whether you choose to opt-in or opt-out of the pension schemes referred to in clause 15 below. For ease of reference, if you choose to remain auto-enrolled in the pension scheme, You will be entitled to the **Salary Rate (in NHS Pension Scheme)** and if you opt out of the pension scheme, You will be entitled to receive the **Salary Rate (No Pension Scheme)**.

5.4 The Salary Rate will be multiplied by the hours recorded and authorised on the online time sheet referred to in clause 5.1 and is paid subject to deductions in respect of PAYE (income tax and employee's National Insurance Contributions), employee pension contributions and such other deductions as notified to You on Your payslip from time to time.

5.5 Your Salary Rate will never fall below the prevailing rate of the National Minimum Wage.

5.6 Where a **Total Employment Cost** figure is contained within the online Workforce Technology Portal, this shall represent the gross amount of pay which We will use to calculate Your Salary Rate (and it includes income tax, employer's and employee's national insurance contributions, Your Salary Rate, holiday pay, apprenticeship levy employer's and employee's pension contributions and any other deductions required by law). For the avoidance of doubt, the Total Employment Cost does not represent Your Salary Rate.

5.7 Unless notified to the contrary, You will not be paid for any rest breaks.

5.8 Unless notified to the contrary, Your Salary Rate will be paid directly into Your bank account on a weekly basis. We reserve the right to vary the time, method and frequency of payment provided We issue you with reasonable notice of any such change.

5.9 For the purposes of Part II of the Employment Rights Act 1996, You authorise Us to deduct from your remuneration any sums due from you to Us including but not limited to any over payments, loans or advances made by Us to You, the cost of repairing any damage or loss to Our property caused by you, any losses suffered by Us as a result of any negligence or breach of duty by You or fines incurred by You.

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6 Expenses

6.1 We shall only reimburse (or procure the reimbursement of) reasonable expenses wholly, properly and necessarily incurred by You in the course of Your employment with Us which have been previously approved within the online Workforce Technology Portal and in accordance with Our Expenses Policy.

6.2 You shall abide by Our policies on expenses as set out in the Employee Handbook from time to time.

7 Holidays

7.1 Our holiday year for fixed term temporary employees runs between 1 January and 31 December. You will receive holiday pay as an allowance calculated by reference to Your Salary Rate (**Holiday Pay Allowance**). Any payments made to You in respect of Holiday Pay Allowance will be clearly identifiable on Your payslip and by continuing to provide services in accordance with this Contract; You agree to be paid Holiday Pay Allowance in advance of taking the holiday leave and that it is Your responsibility to set aside any amount paid as holiday pay for use when You are not working.

7.2 Your Holiday Pay Allowance will be paid in addition to your Salary Rate and shown separately on your payslip.

7.3 Your Holiday Pay Allowance is paid in respect of Your accrued Holiday Entitlement (which is shown in the +Us online Workforce Technology Portal)

7.4 If Your employment commences or terminates part way through the holiday year any entitlement to holidays during that holiday year will be assessed on a pro rata basis.

7.5 Your entitlement to holiday is subject to You agreeing a mutually convenient time with Us and giving Us as much notice as possible of Your intention to take holiday. For the avoidance of doubt, you will not be permitted to take holidays if they have not been approved by Us in advance. We reserve the right to refuse holiday requests and/ or require you to work on bank/public holidays if necessary to meet business needs, in which case you will be given another day's holiday in lieu of the bank/public holiday worked.

7.6 Unused holidays may not be carried forward into the next holiday year, except without Our express written consent. You are reminded that it is Your own responsibility to ensure that You take Your full holiday allowance throughout the year.

7.7 At Our complete discretion, You may, with the prior approval of Your Line Manager or Point of Contact take emergency unpaid leave.

8 Absence from work

8.1 If You are absent from work for whatever reason, You must notify the Point of Contact as soon as possible, and no later than 09:00am, on the first day of absence of the reason for the absence. Failure to report absence or continue to report absence will be treated as unauthorised leave and will be dealt with in accordance with clause 14.

8.2 If Your absence is due to sickness, You must complete an absence record (available upon request from your Line Manager or Point of Contact) within 7 days from the commencement of the period of absence.

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8.3 A medical certificate signed by Your doctor as to the reason for the absence must be handed or sent to the Point of Contact if you are absent for any period of 8 consecutive days or more. A new medical certificate should be sent thereafter covering all periods of absence.

8.4 False reporting of sickness will be treated as gross misconduct and may lead to Your dismissal.

8.5 You may be entitled to receive Statutory Sick Pay (**SSP**) or Social Security Sickness Benefit for certified periods of sickness absence. For the purposes of calculating SSP entitlement, 'qualifying days' are those days on which You are normally required to work.

8.6 We may, from time to time, be entitled to require you to undertake a medical examination with a doctor of Our choice, Failure to agree to a medical examination could result in disciplinary action.

9 Confidential Information

9.1 You acknowledge that during the term of this Contract, you will have access to Confidential Information. You shall not, neither during the term of this Contract (except in the proper performance of Your duties or with Our express written consent), nor at any time (without limit) after the termination of your employment, except in compliance with an order of a competent court:

(a) divulge or communicate to any person, company, business entity, future employer or other organisation;

(b) use for your own purposes or for any purposes other than those of Us; or

(c) through any failure to exercise due care and diligence, cause any unauthorised disclosure of

any Confidential Information relating to Us but so that these restrictions shall cease to apply to any information which shall become available to the public generally, otherwise through your default.

9.2 In this Agreement, the following words and phrases shall have the following meanings:

Confidential Information: information (whether or not recorded in documentary form or stored on any magnetic or optical disk or memory) relating to Our confidential business, employees, directors, patients or other locum contractors, workers or employees. Please refer to the Employer's 'Data Protection and Confidentiality Policy' contained within the Employee Handbook and Our Locum Privacy Policy, both of which are available from the HR Department.

Trade Secrets means information qualifying as a trade secret whether under English common law, the Trade Secrets (Enforcement, etc.) Regulations 2018 (SI 2018/597) and/or the Directive (EU) 2016/943

9.3 In addition, You agree to comply with the obligations contained in Our "Data Protection and Confidentiality Policy" applicable to employees.

10 Termination

10.1 The length of notice which You are obliged to give to Us to terminate Your employment is one (1) month. This period of notice may be reduced by mutual agreement, providing that both parties consent to such variation and this is confirmed in writing (which shall include email from an authorised individual on Our behalf).

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10.2 The length of notice which You are entitled to receive from Us to terminate Your employment is the statutory minimum period of notice applicable to the length of employment, which, for the avoidance of doubt is immediate notice during the first month of Your employment and one week after the first month of Your employment until You have been continuously employed for two (2) years and thereafter the notice entitlement increases by one (1) week for each complete year of continuous Employment until You have completed twelve (12) years of continuous Employment after which time You will be entitled to a maximum of twelve (12) weeks' notice.

10.3 We may terminate Your employment with immediate effect without notice and with no liability to make any further payment to You (other than in respect of amounts accrued due at the date of termination) if You:

(a) commit any serious breach of this Contract, or are guilty of gross misconduct, gross incompetence, or any wilful neglect in the discharge or your duties;

(b) repeat or continue (after warning) any breach of this Contract;

(c) are guilty of a serious breach of any of Our rules from time to time regarding its electronic communications systems, data protection or confidentiality;

(d) are guilty of fraud, dishonesty or conduct tending to bring You, or Us, into disrepute or is materially adverse to Our interests;

(e) are declared bankrupt or makes any arrangement with or for the benefit of Your creditors or has a county court administration order made against You under the County Court Act 1984;

(f) are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

(g) lose your registration with the General Medical Council (or other regulatory body applicable to Your Job Title) and no hold an appropriate licence to practise;

(h) are, in the opinion of a medical practitioner, physically or mentally incapable of performing Your duties and may remain so for more than three months and the medical practitioner has given a medical opinion to Us to that effect; or

(i) cease to be eligible to work in the United Kingdom.

10.4 Our rights under clause 10.3 are without prejudice to any other rights that We might have at law to terminate Your employment or to accept any breach of this Contract by You as having brought the Contract to an end. Any delay by Us in exercising Our rights to terminate shall not constitute a waiver thereof.

11 Payment in lieu of notice

11.1 Where notice to terminate has been served by either party, We may, in Our sole and absolute discretion, elect to terminate your employment lawfully without any notice or on notice less than that required by clause 10.2, by confirming that We will pay to you a sum equal to, but no more than, your Salary Rate (as at the date of termination) in respect of that part of the period of notice in clause 10.2 which We have not given to You, less any appropriate tax and other statutory deductions. For the avoidance of doubt, the Payment in Lieu shall not include:

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(a) any payment in respect of benefits which You would have been entitled to receive during the period for which the Payment in Lieu is made; and

(b) any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

11.2 We shall give you written notice of any termination under clause 11.1 and such notice shall include confirmation of when the termination of your employment shall be effective. The payment shall be made to you within 1 month of the date upon which your employment terminates. Should We exercise Our discretion to terminate Your employment in this way, all your post termination obligations contained in this contract, including in particular the confidentiality obligations at clause 9, shall remain in full force and effect. You will not have any right to payment in lieu unless We have exercised Our option to pay in lieu of notice.

11.3 We may pay any sums due under clause 11.1 in equal weekly instalments until the date on which the notice period referred to at clause 10.2 would have expired if notice had been given. You shall be obliged to seek alternative income during this period and to notify Us of any income so received. The instalment payments shall then be reduced by the amount of such income.

11.4 Notwithstanding clause 11.1, if at any time after We have exercised Our right to make a Payment In Lieu, We reasonably consider that We would otherwise have been entitled to terminate Your employment without notice, We will be released from Our obligation to make the payment referred to in clause 11.1 and any payment under clause 11.1 that We have already made to You will be repayable by You to Us as a debt.

11.5 At any time during any period of notice of termination served in accordance with this clause 11 (whether given by Us or you), We shall have the right at Our absolute discretion to assign no, reduced or alternative duties to You and shall be entitled to require You to act at Our direction including the right to exclude You from Our premises, and/or prevent You from discussing Our affairs with Our employees, agents, clients, patients or customers. For the avoidance of doubt, You agree that You will not provide services to any third party or prepare to provide such services. If We shall exercise Our right under this clause, Your entitlement to salary and other contractual benefits shall continue, subject always to the rules of any relevant scheme or policy relating to such benefits. For the avoidance of doubt, at all times during any period of notice of termination served in accordance with this clause 11.5 (whether given by Us or You), You shall continue to be bound by the same obligations as were owed to Us prior to the commencement of the notice period.

12 Obligations on termination

12.1 On termination of Your employment (however arising) You shall:

(a) Immediately deliver to Us all access fobs/badges/cards, documents, books, materials, records, correspondence, pagers/bleeps and information (on whatever media and wherever located) relating to Us or Our affairs, any keys (including keys to storage cupboards) and any other property of Ours, which is in Your possession or under Your control. Should such property be returned which is not in a useable condition, the cost of replacing such property will be deducted from Your remuneration in accordance with this agreement;

(b) irretrievably delete any information relating to Us, Our patients/service users, staff, directors, contractors or Our internal processes and procedures, stored on any magnetic or optical disk or memory and all matter derived from such sources which is in Your possession or under Your control outside Our premises; and

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(c) provide a signed statement that You have complied fully with Your obligations under this clause 12.1 together with such reasonable evidence of compliance as We may request.

13 Employee warranties

13.1 You represent and warrant to Us that, by entering into this Contract or performing any of Your obligations under it, You will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on You and undertake to indemnify Us against any claims, costs, damages, liabilities or expenses which We may incur as a result if You are in breach of any such obligations.

13.2 Your employment is conditional upon:

(a) satisfactory pre-employment checks being carried out and verified, including undertaking an appropriate Disclosure and Barring Service, or Disclosure Scotland check (whichever is most appropriate), having up to date inoculations and vaccines (and/or other health screening undertaken by the employment agency introducing You to Us for this Employment) for the role, up to date registration with the General Medical Council (or other regulatory body applicable to the Employee's role), up to date appraisal and revalidation (as applicable for the role); adequate references and up to continuous professional development applicable to the area of expertise;

(b) You being entitled to work in the United Kingdom without any additional approvals and you agree to notify Us immediately if You cease to be so entitled during the course of Your employment with Us. We reserve the right to terminate Your employment if You cease to be entitled to work in the UK;

(c) You remaining registered with the General Medical Council (or other regulatory body applicable to Your Job Title) and holding an appropriate licence to practise. You are required to comply with the General Medical Council's (or such other regulator's) Code of Practice which contains standards of best practice applicable to Your Job Title and role with Us;

(d) You remaining up to date with all applicable statutory, mandatory and CPD, training; and

(e) You successfully completing a pre-employment health questionnaire and obtaining satisfactory health clearance from the employment agency which has introduced You to Us for the purpose of this employment. You are required to notify Your Line Manager as soon as possible in relation to any illness, disease or condition which prevents You from undertaking Your duties under this contract.

14 Disciplinary and grievance procedures

14.1 The disciplinary and capability procedures which apply to this temporary employment in relation to any personal misconduct issues are set out in the Employer's 'Disciplinary Policy' which is contained within Our Employee Handbook and applies to this temporary employment.

14.2 Wherever possible, any issues relating to conduct, capability, competence and/or behaviour should be identified and resolved without recourse to formal procedures. However, should We consider that Your conduct or behaviour may be in breach of Our code of conduct, or such conduct becoming of Your role with Us, or that Your professional competence has been called into question, the matter will be resolved through Our disciplinary and capability procedures referred to in clause 14.1 and will be subject to the appeal arrangements set out in those procedures. We shall have the right to suspend You (with or without the continued payment of the Salary Rate and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct

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or other circumstances which might lead to dismissal for such period as We think fit. The suspension will be for no longer than is necessary to investigate any such allegations, or so long as is otherwise reasonable while any disciplinary procedure against You is outstanding.

14.3 The grievance procedure which applies to this temporary employment is set out in Our 'Grievance Procedure' contained in the Employee Handbook, a copy of which can be obtained from the HR Department. The grievance procedure referred to in this clause is not contractual and We reserve the right to review, revise, amend or replace the contents of this procedure and introduce new procedures from time to time, as required.

15 Pensions And Auto-Enrolment

15.1 If You are eligible to become a member of the National Health Service Pension Scheme (**NHSPS**) you will be automatically enrolled into the NHSPS.

15.2 If you are not eligible to become a member of the NHSPS you may, subject to eligibility, be automatically enrolled into the National Employment Savings Trust (**NEST**) or such other defined contribution pension scheme as is nominated by Us and which is a 'qualifying scheme' in accordance with the Pensions Act 2008 (**Qualifying Scheme**).

15.3 If you are automatically enrolled into the NHSPS, NEST or a Qualifying Scheme (together **Schemes** and each a **Scheme**), We will pay the required employer contributions in respect of You to the Scheme from the Total Employment Cost, and Your contributions will be deducted from Your Salary Rate.

15.4 You may opt out of the Scheme at any time by completing and submitting the opt-out form relevant to the Scheme. Please refer to the NHSPS website for details relating to the NHSPS and NEST website for details relating to the NEST pension scheme. If you opt out of a Scheme, you may opt in again in the future at which point, You will be entitled to receive the Salary Rate (in NHS Pension Scheme) or Salary Rate (in NEST Pension Scheme) depending on the Scheme.

15.5 If You decide to opt out of the Scheme, You will not be eligible for any tax relief on contributions being made and You may have saved less money for Your future, however, Your Salary Rate will be adjusted to the Salary Rate (No Pension Scheme) rate to reflect that We will not be making any employer pension contributions on Your behalf.

15.6 The opt-out form for the NHSPS can be obtained through the NHSPS website and must be completed, signed and returned by email to +Us at:

payroll@PlusUs.com

or by posted to:

+Us Payroll,
Brunel House,
340 Firecrest Court,
Centre Park,
Warrington,
WA1 1RG.

If +Us does not receive your completed opt-out form by 1pm on the Monday of the week following Your Commencement Date, then you will receive the 'Salary Rate (in NHS Pension Scheme)' rate.

15.7 The Schemes may be amended, withdrawn or replaced from time to time, subject to compliance with legislation.

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16 Intellectual Property

16.1 You agree that all rights to all material created in the course of your employment with Us (including ownership of the physical material) shall vest in Us. In consideration of Us entering into this Contract, you hereby assign the Intellectual Property Rights with full title guarantee to Us absolutely for so long as such rights subsist (including all renewals, reversions, extensions and revivals of such rights).

16.2 For the purposes of this clause16, **Intellectual Property Rights** shall mean all rights of and in the nature of copyright, or database rights, patent rights, design rights (registered and/or unregistered), rights to trademarks (registered and/or unregistered) and including (without limitation) all rights in inventions, process, formula, computer programs, source codes, technical, commercial or confidential information, know-how, trading or the style of presentation of Our services or related marketing materials and all analogous rights whether now existing or created in the future to which You may now or at any time after the date of this Contract be entitled to in respect of material created in the course of Your employment under this Contract.

16.3 You hereby irrevocably and unconditionally waive all moral rights to which You may now or at any time in the future be entitled under the Copyright Designs and Patents Act 1988 (and under any similar laws in force from time to time throughout the world) in respect of the material created by You in the course of Your employment.

17 Data protection

17.1 You will be required to comply with Our Data Protection and Confidentiality Policies contained within Our Employee Handbook (available from your Line Manager or Point of Contact).

17.2 As part of Your employment, we will process personal data and sensitive personal data (also known as 'special categories of personal data') about you from time to time. We will process such personal data and sensitive personal data in accordance with applicable data protection legislation and in accordance with our Employee Privacy Notice as amended from time to time, the latest version[s] can be found on the online Workforce Technology Portal.. If you have any questions in relation to the processing of your personal data and sensitive personal data by us or on our behalf please contact a member of the HR team or +Us Workforce Services LLP.

18 Notices

18.1 A notice given to a party under this Contract shall be in writing in the English language and signed by or on behalf of the party giving it. It shall be delivered by hand or sent to the party at the address and email address of Your Line Manager given in this Contract or as otherwise notified to the other party.

18.2 Any such notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the address or given to the addressee;

(b) in the case of pre-paid first class UK post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; or

(c) in the case of email, at the time of transmission.

18.3 A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:

(a) all references to time are to local time in the place of deemed receipt; and

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(b) if deemed receipt would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 am on the next business day.

18.4 This clause does not apply to the service of any proceedings or other documents in any legal action.

19 General

19.1 This Agreement is in substitution for any previous contracts, whether by way of letters of appointment, agreements or arrangements, whether written, oral or implied, relating to Your employment, which shall be deemed to have been superseded/terminated by mutual consent as from the date of this Contract and You acknowledge that You have no outstanding claims of any kind against Us in respect of any such contract. In the event of any discrepancy between the terms set out in this Contract or any offer letter or previous agreement or document, the terms set out in this Contract shall prevail. Nothing in this clause shall limit or exclude any liability for fraud.

19.2 There is no collective agreement which directly affects Your employment with Us.

19.3 We reserve the right to make reasonable changes to this Contract and any other agreed terms and conditions of employment. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effected by a general notice to employees. Not less than 1 month's written notice will be given before significant changes are made.

19.4 If Your employment is terminated at any time by reason of any reconstruction or amalgamation affecting Us, whether by winding up or otherwise, and You are offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this agreement, You shall have no claim against Us or any such undertaking arising out of or connected with the termination.

19.5 You shall be deemed to have accepted the terms of this agreement in the event that You either:

(a) Denote Your acceptance electronically (via ticking an acceptance box, electronic signature or other positive action) on Our online Workforce Management Portal; or

(b) By providing services to Us in accordance with these terms and conditions and any other details contained in Our online Workforce Management Portal.

19.6 This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19.7 No one other than a party to this agreement shall have any right to enforce any of its terms.

19.8 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

20 Interpretation

20.1 The headings in this agreement are inserted for convenience only and shall not affect its construction.

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20.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

20.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

20.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

Employment details contained within the online Workforce Technology Portal

Information:	**Location where this information can be found online Workforce Technology Portal:**
1. Employee details (referred to as You and Your in the Contract of Employment)	See ['Details'] on the ['My Profile'] page for the employee's name and address.
2. Employer details (referred to as Us and Our in the Contract of Employment)	See ['Client'] details on the [Assignment] page
3. Commencement Date	See ['Start Date'] on the [Assignment] page
4. End Date	See ['End Date'] on the [Assignment] page
5. Job Title	See ['Grade'] details on the [Assignment] page
6. Normal Place of Work	See ['Site'] details on the [Assignment] page
7. Point of Contact	See ['Additional Details'] details on the [Assignment] page
8. Line Manager	See ['Additional Details'] details on the [Assignment] page
9. Normal Working Hours / Shift Pattern	See ['Shifts'] details on the [Assignment] page
10. Salary Rate	See ['Salary Rate (in NHS Pension Scheme)'] details on the [Assignment] page
11. Salary Rate	See ['Salary Rate (in NEST Pension Scheme)'] details on the [Assignment] page
12. Salary Rate	See ['Salary Rate (No Pension Scheme)'] details on the [Assignment] page

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