

Contract of Employment



Employer: Care1 Professional Services LTD

Employee

Surname.....First Names.....

Address.....

.....

.....Post Code.....

This contract sets out the terms and conditions of your employment with the company as an Associate Employee. The document supersedes all previous arrangements or agreements (whether oral or in writing) between you and the company in relation to the matters dealt within it.

1. Commencement and Continuous Employment

Your employment with the Company will commence on the date you first work for the Company on an assignment (as defined below) after the date you sign this contract.

No previous employment counts as part of your period of continuous employment with the Company and therefore this date is the date of the commencement of your period of continuous employment.

2. Assignments

The Company will use its best endeavours to seek to provide you with placements of work (**Assignments**) with clients of the Company that are relevant to your skills and qualifications and the type of work that you have indicated on your application form. However, the Company does not guarantee to provide you with Assignments at any time. You accept that there may be times when no suitable Assignments are available.

The company will provide you with no less than 330 hours of work on Assignment(s) per 12 month period from the date of commencement of your employment assuming you are available for work full time i.e. five working days a week. If you are available for work less than this, the Company will provide you with a reduced number of hours. For the avoidance of doubt, there is no entitlement to any particular number of hours on Assignments in any period less than 12 months.

3. Duties

3.1 You will be required to carry out Assignments for organisations determined by the Company (**Clients**) as and when directed by the Company from time to time.

3.2 Before (as appropriate) and during an Assignment you shall:

3.2.1 Commence an Assignment punctually and conform to the normal work hours notified to you by the Company.

3.2.2 Report on a day to day basis to such person at the Client as may be specified for that purpose.

3.2.3 At the end of each week of an assignment (or in the case of an Assignment of less than a week's duration, at the end of the Assignment) present to the Client for signature a timesheet or other written record of the hours you have worked during the preceding period and thereafter submit the signed document to the Company (lunch, other rest breaks and travel time to and from a place of Assignment do not count as working time for the purpose of preparing your timesheet);

3.2.4 Observe the rules in the Company's handbook (available on request) applicable to you; and the health and safety and other relevant policies of the Client; and take all reasonable steps to safeguard your health and safety and that of others who may be present or affected by your actions/omissions on Assignment; not smoke on the Client's premises;

3.2.5 Wear any form of identification that the Client requires and display this on your clothing at all times when on the Client's premises;

3.2.6 Co-operate with the Client's staff and comply with all reasonable instructions and requests of the Client within the scope of the assignment and not engage in conduct that is detrimental to the interest of the Client and the Company;

3.2.7 Notify and provide proof to the Company of any qualifications and/or authorisations which you are aware are required for an Assignment and inform the Company immediately if any such qualification/authorisation should lapse or be removed for any reason;

3.2.8 Immediately inform the Company of any allegations of misconduct or poor performance made against you whether you consider it to be of no substance or foundation.

3.2.9 Not approach a Client with any complaint or inquiry relating to remuneration by the company; and

3.2.10 Adhere to the terms of any generally accepted Code of Professional that applies to your profession such as in the administration of drugs and sterile techniques.

3.3 During your employment you will be required to observe the Company's rules, regulations and policies as issued from time to time.

3.4 If you wish to cease working on a particular Assignment (without wishing to cease employment with the Company) you must submit a request to the Company in writing. The Company shall, at its sole discretion determine whether or not you shall be permitted to cease working on the Assignment concerned and confirm this to you in writing. You must submit your written request to the Company in no less than the periods specified below before you wish to cease working on an assignment.

3.4.1 Assignment of up to one week – not less than 24 hours

3.4.2 Assignment up to four weeks – two working days

3.4.3 Assignment of four weeks to three months – five working days

3.5 Termination of an Assignment by the Company does not constitute the termination of your employment with the Company.

3.6 The Company may, without incurring any liability to you, alter or cancel an Assignment at any time in the event that:

3.6.1 The Client terminates the assignment;

3.6.2 You absent yourself from an Assignment without permission or without informing the Company in advance as detailed in Clause 3.4;

3.6.3 The Company reasonably believes that you have breached any of these terms and conditions.

3.7 If an allegation of poor performance or misconduct is raised against you whether in relation to an Assignment or otherwise in connection with your work (for the Company or any third party) or otherwise the Company reserves the right to suspend you from your Assignment without pay whilst the matter is investigated or terminate the Assignment with immediate effect.

4. Location and travel

You will be notified prior to an Assignment of the location at which you will be required to work on an Assignment.

5 Hours of Work

There are no normal working hours. You are required to work as and when the Company notifies you of an Assignment. The Company will give you all relevant details of the Assignment when it notifies you of the Assignment.

You are expected during your working hours to devote your whole time and attention to your duties.

6. Wages and Expenses

6.1 You will be paid weekly in arrears directly into your bank account for the previous week, subject to all statutory deductions. If the company receives your timesheet late, payment to you may be delayed. The Company will pay you for the hours worked in accordance with the hours paid by the Client in respect of the Assignment.

6.2 Unless we agree otherwise and record that exceptional agreement in writing, you are responsible for the cost of your own travel expenses, meals, telephone calls, accommodation and any other business expenses. You must settle any amounts that you owe the Client before you complete your Assignment.

6.3 We will only reimburse expenses if we have agreed to do so in writing and when the expenses have been incurred wholly, necessarily and exclusively (or in case of travel) in order to perform your Assignment.

6.4. Your Basic Pay will not be less than the National Minimum Wage when working on Assignment.

7. Pension

7.1 A contracting out certificate under the Pensions Schemes Act 1993 is not currently in force in respect of your employment.

8. Holiday

8.1. You must give notice in writing to the Company of your intention to take leave to which you are entitled and that notice should include the dates of your intended absence. You must give notice of at least twice the length of the period for which you wish to take leave. Unless we inform you that it is not possible for you to take leave on the requested dates, you shall be entitled to take up your leave entitlement as notified.

8.2. Where a bank holiday or other public holiday falls during an Assignment and you do not work on that day, you will not be paid for this day unless you advise us that you wish to take paid leave on that day.

9. Sickness Absence

9.1. If you are unable to work on an Assignment because of sickness or injury you must:

9.1.1 notify the Company at least four hours before the start of your assignment on the first day of absence and inform us also of the date that you expect to be able to work; and

9.1.2 continue to notify the Company of your absence on a daily basis unless you have submitted a Doctor's medical certificates.

10. Sick Pay

10.1 Provided you have complied with the Company's notification and certification procedures and general terms relating to sickness absence referred to in Clause 9 above, you will be entitled to receive Statutory Sick Pay (SSP) from the Company insofar as it is required to pay it in accordance with its statutory obligations for any period of incapacity for work (when you would otherwise have been working on an Assignment) exceeding three days. The first three days of sickness absence are "waiting days" in respect of which no SSP is payable.

10.2 The Company may, at its discretion, pay wages over and above SSP, in the event of your inability to work due to sickness or injury.

11. Maternity and Paternity Benefits.

11.1 The Company will notify you of any maternity or paternity rights and benefits which may be applicable to you in the event of your notifying it of your pregnancy or other relevant circumstances.

12. Grievance Procedure

12.1. Details of the Grievance Procedure are available in the Staff Handbook (available on request).

13. Disciplinary Procedure

13.1. Details of the disciplinary procedure are in the Staff Handbook. The disciplinary procedure will not form part of terms of your contract of employment.

14. Confidentiality.

14.1 You will not disclose to any person other than a person authorised by the Company or the Client any information that you may have acquired during or in connection with an Assignment that is not already in the public domain.

14.2 You shall deliver up to the Client or to the Company at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in your possession including documents and other materials that you may have created during the course of the Assignment.

15. Outside Interests And Dealings

15.1 You may be engaged, concerned or interested in any capacity in any trade, business or occupation, other than the business of the Company or a Client on condition that this does not affect your ability to carry out Assignments as and when directed by the Company.

16. Summary Termination

16.1 The Company is entitled to terminate your employment by summary in writing if you have:

- 16.1.1 Refused to carry out or refuse to continue working on an Assignment for a reason that the Company does not consider acceptable;
- 16.1.2 Failed to provide to the Company completed timesheets which have been signed or otherwise authorised by the Client within the required time limits;
- 16.1.3 Been guilty of conduct tending to bring yourself, the Company or a Client into disrepute;
- 16.1.4 Failed to perform your duties to a satisfactory standard after having received a written warning from the Company relating to the same;
- 16.1.5 Committed theft;
- 16.1.6 Damaged Company or Client's property maliciously;
- 16.1.7 Falsified attendance, working, sickness or other records.

17. Miscellaneous

- 17.1 The Company is acting as an employment business as defined in the Conduct of employment Agencies and Employment Business Regulations 2003.
- 17.2 You are required to produce evidence of your eligibility to work in the UK. You must immediately notify the Company if your circumstances change in a manner that might affect your continued eligibility to work in the UK.
- 17.3 No variation or alteration to these terms and conditions shall be valid unless approved by the Company Director.
- 17.4 The Company is not responsible for any personal injury or damage that you may suffer whilst on the premises of a Client, whilst operating on the Client's instructions, or travelling to or from the property or premises of a Client.
- 17.5 The Company's liability to you for any losses arising from the Company's breach of this Contract or its negligence is limited to any pay owed to you by the Company at the relevant time. The Company's liability for death and personal injury arising from its negligence is not limited or excluded.
- 17.6 The Company is not responsible for any failure to fulfil its obligations under this contract if such failure is caused, directly or indirectly by circumstances beyond its control.

18. Governing Law.

18.1 The contract shall be interpreted and construed in accordance with the laws of England and governed by the jurisdiction of the English courts.

For Care1 Professional Services LTD

Signed By: Ruth Tegede

Signature:

Date:

Acceptance by the Employee:

To: Care1 Professional Services Ltd

I acknowledge that my contract of employment with Care1 Professional Services LTD as dated below of which this is a copy and I agree to abide by the terms and conditions of my employment set out in the contract.

Name of Employee:

Signature:

Dated:

Agreement under Regulation 5 of the Working Time Regulations 1998

I hereby consent, in accordance with The Working Time Regulations 1998, to work more than 48 hours per week on average should my duties so require. I agree that this consent shall apply for an indefinite period but may be withdrawn by my giving to the Company not less than three months' notice in writing.

Signature:

Dated: