

WORK SEEKERS AGREEMENT

This Agreement is between:

National Locums Ltd of 7b Clarendon Drive, Wymbush, Milton Keynes, Buckinghamshire, England, MK8 8ED (“NL”, the “Agency”, “us”, “we” and “our”); and

The Work Seeker (“you”, “your” and the “Work Seeker”).

1. DEFINITIONS:

1.1 The definitions and rules of interpretation in this clause apply to this Agreement:

“Agreement”: means this agreement between National Locums (NL) and the Work Seeker for the provision of work-finding services.

“Assignment”: means the period during which services are carried out by the Work Seeker for a Client for a particular assignment.

“Client”: means the person, firm or corporate body requiring the services of the Work Seeker, together with any subsidiary or associated company defined by the Companies Act 2006.

“Work Seeker”: means the individual introduced by the Agency to the Client for an Assignment.

“Work Type”: means the type of work which the Agency will seek placements for the Work Seeker and will include roles within the work category or industry sector of healthcare, including but not limited to medical, nursing and healthcare roles. The type of roles may include but are not limited to:

Nursing and HCAs (all specialties)	Bands 2-10
Doctors (all specialties)	Grades FY1 – Consultant
AHPs (all specialties)	Bands 5-10

“Conduct Regulations 2003”: means The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“Intermediary Company”: means the entity that engages the Work Seeker for an Assignment accepted by the Work Seeker. Where the Work Seeker is engaged by such an entity, NL will engage with this entity for the provision of services.

1.2 The headings contained in this Agreement are for convenience only and do not affect their interpretation.

2. THE CONTRACT:

2.1 These terms set out the entire agreement between NL and the Work Seeker for the supply of services to the Client (including, for the avoidance of doubt, where the Work Seeker undertakes an Assignment without having signed these terms). NL has the right to refuse any Work Seeker’s application.

- 2.2 For the purposes of the Conduct Regulations 2003, NL acts as an Employment Business in relation to the introduction and supply of the Work Seeker to the Client.
- 2.3 For the avoidance of doubt, these terms shall not give rise to a contract of employment between the Agency and the Work Seeker. The Work Seeker may at a later stage, be engaged by us under a contract for services or alternatively, engaged by and supplied to us via an Intermediary Company.
- 2.4 Subject to clause 2.1, for the avoidance of doubt the terms of this Agreement shall be agreed when the Work Seeker signs and returns a copy to NL, or when the Work Seeker otherwise confirms their agreement (whether electronically or otherwise).

3. OUR SERVICES:

- 3.1 NL provide work finding services to work seekers registered with NL and whose details are on NL's database.
- 3.2 NL is not obliged to offer an Assignment to the Work Seeker and the Work Seeker shall not be obliged to accept any Assignment offered by NL.
- 3.3 Where work is found, NL may engage the Work Seeker directly under a contract for services or provide arrangement for work seekers to provide services to Clients through an Intermediary Company.
- 3.4 NL will seek work for the Work Seeker, solely on the basis set out in this Agreement, until this Agreement is terminated in accordance with clause 6.
- 3.5 Whilst the Work Seeker's personal details are registered on NL's database, it is agreed that:
- 3.5.1 NL may search for opportunities within the Work Type for the Work Seeker from time to time at NL's absolute discretion. If NL considers any opportunity may be suitable for the Work Seeker to undertake, NL may inform the Work Seeker of the opportunity.
 - 3.5.2 Where appropriate, NL may arrange an interview with a Client and may conduct negotiations with Clients. However, NL offer no guarantee that when the Work Seeker is informed of an opportunity that the Client will make an offer of an Assignment. Where the Work Seeker accepts an Assignment, the Work Seeker confirms that they are willing to work in the position which the Client seeks to fill.
 - 3.5.3 NL have no obligation to provide the Work Seeker with any information or service other than as stated in this Agreement or as required by law.
 - 3.5.4 NL do not guarantee that any work will be found and NL do not accept any liability if NL do not locate any work for the Work Seeker, nor does NL guarantee that any work found will be suitable for the Work Seeker.
 - 3.5.5 The Work Seeker recognises that a Client may withdraw an opportunity at any time, and, whilst NL endeavour to obtain accurate information from a Client, whether as to a role, duration, nature of work or otherwise, NL cannot guarantee its accuracy.
 - 3.5.6 NL may remove the Work Seeker's registration details from NL's database at any time.

4. WORK SEEKER'S OBLIGATIONS:

4.1 In consideration of the registration of your details on our database, you agree:

- 4.1.1 To provide us with a full and accurate summary of your personal employment history, proper evidence of your entitlement to work in the United Kingdom and evidence of any qualifications, such as certificates or diplomas.
- 4.1.2 To provide us with any information we reasonably request which will enable us to assess your suitability for an Assignment. We may request details relating to your health where this may affect your ability to perform tasks which are intrinsic to the role. Where we do request this, you agree to provide us with your medical report and/or occupational health report and NL and a relevant third party being given access to your medical report and occupational health report so that they can review your medical history as part of their examination. We may also request details of any criminal convictions in accordance with our statutory obligations.
- 4.1.3 To notify NL immediately of any change in any of the information that you have provided to NL at any time.
- 4.1.4 To our retention and use of all information and documents we obtain, either from you or from any other party relating to you for the purpose of both our work finding services and our statutory obligations.
- 4.1.5 To the provisions of such information and documentation to a Client and relevant use by the Client. You may withdraw your consent by notice in writing to us at any time.
- 4.1.6 At our request to provide us with names and contact details of suitable referees.

4.2 Where the Work Seeker accepts an Assignment offered by NL, and is engaged directly by NL under a contract for services the Work Seeker agrees:

- 4.2.1 To inform NL as soon as possible but in any event, at least one week prior to the commencement of the Assignment in the event that the Work Seeker wishes to withdraw their acceptance to an Assignment.
- 4.2.2 Not to engage in any conduct detrimental to the interest of the Client and NL.
- 4.2.3 Subject to the Work Seeker providing a properly authorised timesheet for each Assignment, NL will make payment to the Work Seeker, for each hour worked at the rate agreed when offering an Assignment regardless of whether NL has received payment from the Client.
- 4.2.4 The minimum rate of pay that NL reasonably expects to achieve for the Work Seeker will be no less than the applicable National Minimum Wage per hour.
- 4.2.5 Where the Work Seeker accepts an Assignment, NL will pay the Work Seeker for each hour worked in each week (subject to the terms of the contract for services agreed between NL and the Work Seeker). Such remuneration will be paid to the Work Seeker weekly in arrears.
- 4.2.6 In the event the Work Seeker accepts an Assignment, the Work Seeker will be entitled to paid annual leave in accordance with the Working Time Regulations 1998 (subject to the terms of the contract for services agreed between NL and the Work Seeker).
- 4.2.6 That the Client can cancel an Assignment for any reason and at any time, including but not limited to after the Work Seeker has arrived at the Client's site. Where an Assignment is cancelled after the Work Seeker has arrived at the Client's site but prior to commencing an Assignment, any payment will be made at the discretion of the Client and NL to the Work Seeker. Timesheets must still be submitted directly to NL. NL does not guarantee that payment will be made and does not accept any liability.

- 4.2.7 To ensure the timesheets are signed by a supervisor at each Client site and use different timesheets for each Client.
- 4.2.8 To maintain complete confidentiality regarding all Agency and Client information.
- 4.2.9 In the event that the Client requests the Work Seeker to work additional shifts/ hours or Assignments, the Work Seeker must inform NL as soon as possible.
- 4.2.10 To inform NL immediately in the event the Client offers the Work Seeker a permanent position (or any other work) with the Client.

4.3 Where the Work Seeker is engaged by an Intermediary Company on an Assignment, you agree:

- 4.3.1 To inform NL or, where relevant, the Intermediary Company, whichever is more practically appropriate, as soon as possible but in any event, at least one week prior to the commencement of the Assignment in the event that the Work Seeker wishes to withdraw their acceptance to an Assignment.
- 4.3.2 Not to engage in any conduct detrimental to the interest of the Client and NL.
- 4.3.3 That you will be solely responsible for the contractual agreement between you and the Intermediary Company including your rate of pay, intervals at which you will be paid and your entitlement to holidays and holiday pay.
- 4.3.4 That the Client can cancel an Assignment for any reason and at any time, including but not limited to after the Work Seeker has arrived at the Client's site. Where an Assignment is cancelled after the Work Seeker has arrived at the Client's site but prior to commencing an Assignment, any payment will be made at the discretion of the Client and NL to the Intermediary Company which supplies the Work Seeker to NL. Timesheets must still be submitted to NL either directly or where relevant through the Intermediary Company. NL does not guarantee that payment will be made and does not accept any liability.
- 4.3.5 To ensure the timesheets are signed by a supervisor at each Client site and use different timesheets for each Client.
- 4.3.6 To maintain complete confidentiality regarding all Agency and Client information.
- 4.3.7 In the event that the Client requests the Work Seeker to work additional shifts/ hours or Assignments, the Work Seeker must inform NL and, where relevant, the Intermediary Company of this as soon as possible.
- 4.3.8 To inform NL immediately in the event the Client offers the Work Seeker a permanent position (or any other work) with the Client.
- 4.3.9 To inform NL immediately in the event the Intermediary Company offers the Work Seeker any other work.

- 4.5 Any failure to comply with the terms of this clause 4 may result in NL terminating the Agreement with the Work Seeker without any liability and NL may take any legal action against the Work Seeker as NL deems necessary.

5. DATA PROTECTION:

- 5.1 NL will process personal data and sensitive personal data (also known as special categories of personal data) relating to you in accordance with the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 2018 (Data Protection Legislation).

6. TERMINATING THE AGREEMENT:

- 6.1 Subject to clause 6.2 and clause 6.3, this Agreement may be terminated by either party by giving the other one week's written notice to the other.
- 6.2 If the Work Seeker wishes to work directly or otherwise than through NL for any Client with whom the Work Seeker has had contact via NL, the Work Seeker is required to provide one week's written notice to NL and the Client may be charged an introduction fee and / or a transfer fee.
- 6.3 This Agreement and any obligations, on NL, arising out of or in consequence of this Agreement shall automatically terminate when the Work Seeker is contractually engaged by an Intermediary Company or otherwise provides services supplied via an Intermediary Company.
- 6.4 This Agreement and any obligations, on NL, arising out of or in consequence of this Agreement shall automatically terminate when the Work Seeker accepts an Assignment.

7. GENERAL TERMS:

- 7.1 The Work Seeker is not an employee or a worker of NL. The Work Seeker is responsible for its own contractual arrangements with the Intermediary Company, in the event the Intermediary Company supplies the Work Seeker to NL.
- 7.2 This is the sole agreement between the Work Seeker and NL and it supersedes any previous agreements whether written or oral.
- 7.3 You agree that you have not relied on any representations made by NL that are not set out in this Agreement.
- 7.4 No variation or alteration of these terms shall be valid unless approved by a director of NL in writing. The failure by NL to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement.
- 7.5 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or unlawful, the other provisions shall remain in force.
- 7.6 If any invalid, unenforceable or unlawful provision would be valid, enforceable or lawful if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intent of the parties.
- 7.7 This Agreement is governed by the laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

Declaration

You have read and accept the terms of this Work Seekers Agreement by signing below:

Signed by the Work Seeker:

Print Name:

Date:

Signed for and on behalf of National Locums Ltd:

Print Name:

Date: