



A. CONTRACT FOR SERVICES FOR TEMPORARY WORKERS (TERMS OF ENGAGEMENT)

[These terms are for use when you act as an Employment Business and wish to engage the temporary worker]

1. DEFINITIONS

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

“**Assignment**” means the period during which the Temporary Worker is supplied to render services to the Client;

“**Client**” means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company;

“**Employment Business**” means
Your World Healthcare, 12 Camden, Dublin 8, Ireland
(Throughout)

“**Temporary Worker**” means (throughout “The Operator”)

“**Service Provider**” means “Third Party” Umbrella

1.2. Unless the context otherwise requires, references to the singular include the plural and references to masculine gender include feminine gender.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1. These Terms constitute a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.
- 2.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from the Temporary Worker's remuneration in accordance with clause 4.1.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

3. ASSIGNMENTS

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker to work. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.
- 3.2 The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that the suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.
- 3.3 For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for

the relevant averaging period under the Organisation of Working Time Act, 1997 shall be or the date on which the Temporary Worker commences the first Assignment.

4. FEES & PAYMENT

- 4.1 In consideration of provision of the Services the Employment Business will pay the Service Provider the Fees in accordance with the payment terms specified in Schedule 2 plus VAT on receipt of a valid VAT invoice.

- 4.2 The Service Provider will be solely responsible for all tax liabilities, national insurance contributions and any other taxes and deductions payable in respect of the Employment Business and any other of its employees for provisions of the Services and the Service Provider hereby indemnifies the Employment Business in respect of all claims against the Employment Business that may be made by the relevant authorities with respect to tax liabilities, national insurance contributions and any other deductions (including without limitation interest and penalties).

5. CONFIDENTIALITY

- 5.1 The Service Provider agrees on behalf of itself, its officers and employees and the Operator;

- 5.2 to treat as secret and confidential and not at any time for any reason to disclose or permit to be made use of any unpublished information relating to the Company's business, technology, software code or other know-how, business plans or finances or such any information relating to a subsidiary, supplier, customer or client of the Company's where the information was received during the currency of the Contract;

- 5.3 upon termination of the Contract for whatever reason to deliver up to the Client all documents, working papers, computer disks and tapes and other materials (and all copies thereof) provided to or prepared during the course of provision of the Services; and

5.4 not at any time to make a copy, abstract, summary or précis of the whole or any part of any document, computer program or other material belonging to the Client except when required to do so in the course of its duties in provision of the Services in which event any such item shall belong to the Company.

The provisions of this clause shall not apply to:

5.5 Any information in the public domain otherwise than by breach of the Contract; or

5.6 information obtained from a third party who is legally entitled to divulge the same.

5.7 The confidentiality obligations of this Agreement shall survive and continue and shall bind the Service Provider, its officers and employees, the Operator, the Service Provider's legal representatives, successors and assigns

6. ABSENCE

The Temporary Worker is not entitled to receive any fees in respect of any period during which the Temporary Worker is prevented from working by reason of sickness or accident.

7. HEALTH & SAFETY

The Employment Business accepts no responsibility for the health, safety and protection from injury of the Temporary Worker or his property while engaged on the Assignments.

8. TIME SHEETS

8.1 At the end of each week of an Assignment, (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker shall deliver to the Employment

Business a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.

8.2 For the avoidance of doubt and for the purposes of the Organisation of Working Time Act 1997, the Temporary Worker's working time shall only consist of those periods during which he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

9. CONDUCT OF ASSIGNMENTS

9.1 The Employment Business shall not be entitled nor will it seek in practice to supervise, direct or control the Temporary Worker in the manner of execution of the Assignments. The Temporary Worker will therefore be exclusively liable to the Client for any claim, loss, and damage or expense incurred by the Client or arising otherwise in connection with any act, omission or neglect on the part of the Temporary Worker in or in connection with the execution of the Assignments.

9.2 The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every Assignment and afterwards where appropriate, he will: –

- a) Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
- b) Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
- c) Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;

- d) Not engage in any conduct detrimental to the interests of the Client;
- e) Not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.

9.3 If the Temporary Worker is unable for any reason to attend work during the course of an Assignment he should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment or shift.

10. TERMINATION

10.1 The Employment Business or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.

10.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability.

10.3 If the Temporary Worker does not inform the Client or the Employment Business [in accordance with clause 9.3] should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 10.2 unless the Temporary Worker can show that exceptional circumstances prevented him from complying with clause 9.3.

10.4 If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 10.1, 10.2 or 10.3 above, the Employment Business will be entitled to terminate the contract in accordance with clause 10.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.

10.5 If the Temporary Worker does not report to the Employment Business to notify his availability for work for a period of three weeks, the Employment Business will forward his P45 to his last known address.

11. LAW

11.1 These Terms are governed by the law of Ireland and are subject to the exclusive jurisdiction of the Courts thereof.

Signed & Dated by the Temporary Worker

Signed & Dated by the Employment Business

DISCLAIMER

While great care has been taken in the preparation of this template it does not purport to be a comprehensive contract and full professional advice should be sought before adopting the template as a standard contract.

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