

These terms govern the supply of the Temporary Worker's services provided by Orchid National Nursing Supply Limited to the Client/Service User and are deemed to be accepted by the Client/Service User by virtue of its request for engagement of the Temporary Worker, or the passing of any information about the Temporary Worker to any third party following an introduction. For the avoidance of doubt Orchid National Nursing Supply Limited shall be called Orchid NNS throughout this document. No variation of these terms shall be valid unless approved by Orchid National Nursing Supply Limited in writing.

### **CHARGES**

The Client agrees to pay the hourly charges from Orchid NNS as notified at the commencement of any Assignment. Charges are calculated according to the number of hours worked to the nearest quarter hour. Charges are invoiced weekly to the Client and payable within 7 days.

### **PAYMENT**

Sums invoiced are payable in full within 7 days from the invoice date Orchid NNS reserves the right to charge interest at 4% above HSBC Bank's base lending rate from time to time on any overdue sum until paid in full. Orchid NNS reserves the right to recover from the Client all direct expenses reasonably incurred by Orchid NNS in the collection of any overdue sums. Any invoice not challenged in writing within 5 days of the invoice date shall be payable in full, save in cases of manifest error in calculation.

### **AGENCY - AGENCY**

In the event of Orchid NNS working as a sub-contract staffing provider to a sub contracted service user or an Agency to Agency provision. Orchid NNS reserve the right to recover outstanding monies directly within chain of command (1) Main Agency (2) Client/Service User. Should funds be unreasonably withheld by either the 2nd tier Agency or Sub Contracted 1st Tier Agency Orchid NNS reserve the right to challenge the Client/Service User directly. In the event of a staffing provider or agency in Liquidation Orchid NNS reserve the right to recover monies due in respect of provision of staff supplied by Orchid NNS directly from the Client/ Service User.

### **TIME SHEETS**

At the end of each week of an Assignment the Client shall sign the Orchid NNS time sheet to verify the hours worked by the Temporary Worker during that week. Signature of time sheet indicates satisfaction with the services provided and confirmation of hours worked. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges.

### **ORCHID NNS**

Assumes responsibility for the payment of the Temporary Worker and the deduction and payment of NI and PAYE Income Tax applicable and the payment of Annual Leave subject to Working Time Regulations 1998.

### **ENGAGEMENT OF TEMPORARY WORKER**

Introduced by Orchid NNS or the Introduction to any third party resulting in an Engagement renders the Client liable for payment for an Introduction Fee calculated in accordance with the fees for Permanent Introductions. Where the Client fails to inform Orchid NNS of the Annual Remuneration, the fee will be calculated by multiplying the last hourly rate agreed between the Client and Orchid NNS by 250. No refund rights apply. Should the Engagement be less than 3 months the Introduction fee shall be pro-rated. Where the assignment has lasted for 13 weeks Orchid NNS agree to charge a fixed transfer fee of £150. In the event that there is an introduction of a Temporary Worker by Orchid NNS to the Client which does not result in the supply of that Temporary Worker to the Client, but which leads to an engagement of the Temporary Worker by the Client either directly or pursuant to being supplied by another Employment Business within 6 months from the date of introduction, the Client shall be liable to an Introduction Fee calculated in accordance with fees for Permanent Introductions. No refund of the Introduction Fee will be paid in the event that the engagement subsequently terminates.

### **LIABILITY**

Orchid NNS is not liable for any loss, expense, damage or delay arising from failure to provide temporary services or from negligence, dishonesty, and lack of skill or misconduct of the Temporary Worker. Orchid NNS does not exclude liability for death or personal injury arising from its own negligence.

Temporary Worker's are engaged by the Employment Business under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the on site Client/Service End User immediately they report to take up their duties and for the duration of the Assignment. The on site Client/Service End User agrees to be responsible for all acts, errors or omission of the Temporary Worker, whether wilful, negligent or otherwise. The Client/Service User will also comply in all respects with all statutes, including Working Time Regulations, by laws, codes of practice and legal requirements to which the Client/Service User is subject in respect of own staff. The Client /Service User must also provide adequate Employer's and Public Liability Insurance cover during all assignments and shall advise Orchid NNS of any special Health & Safety requirements. The Client will assist Orchid NNS to comply with the Working Time Regulations and notify Orchid NNS previous to the commencement of that week should the Temporary Worker be required to work in excess of 48 hours. The Client shall indemnify Orchid NNS against any costs, claims or liabilities incurred by Orchid NNS arising out of any Assignment and/or as a result of breach of these Terms & Conditions by the Client.

#### **HEALTH & SAFETY**

Orchid NNS Ltd adhere to guidelines according to the Health and Safety at Work Act 1974. It is the policy of Orchid NNS Ltd to ensure that as far as reasonably practicable, responsibilities for Health and Safety are properly assigned, accepted and fulfilled at all levels. Orchid NNS Ltd do not take responsibility for any lack of Health and Safety provision, notification or interpretation by the Client / Service User. The Liability clause as stated above applies without exception

Orchid NNS Ltd instructs every temporary employee to take reasonable steps for the health and safety of themselves and others who may be affected. All accidents and dangerous occurrences must be notified immediately to Orchid Head Office. All accidents causing injury and dangerous occurrences will be notified in accordance with RIDDOR. COSHH, LOLER and PUWER regulations to be followed at all times.

#### **PROVISION OF SUPPORT WORKERS**

The client/service user accepts that if the temporary worker is instructed to accompany an individual/patient/resident outside the environments establishment as part of their temporary assignment. The client/service user remains wholly responsible for all acts, occurrences and or incidents whilst accompanying the individual as instructed by the client/service user. Orchid NNS Ltd Liability clause applies without exception.

#### **TERMINATION**

Should the client deem the services of the Temporary Worker unsatisfactory, the Client may terminate the Assignment directly with the Temporary Worker or by instructing Orchid NNS to remove the Temporary Worker immediately. Orchid NNS may in some circumstances reduce or cancel the charges provided the Assignment terminates within 4 hours of the Temporary Worker commencing. Either the Client, Temporary Worker or Orchid NNS may terminate an Assignment at any time without prior notice or liability.