

Terms and Conditions of Membership

This is an important document please sign and return one copy to Elite HealthCare.

The terms and conditions set out below (the "Conditions of Membership") shall govern the relationship between Elite HealthCare and you during any period in which you are providing your services to Elite HealthCare. There is no contractual relationship between us outside of these periods. It is a condition of Membership that you read and fully understand these conditions. We will be pleased to clarify any points you do not understand.

1. The role of Elite HealthCare

Elite HealthCare will offer work to its Members where suitable work is available. There is no obligation to offer any level of work to you or any obligation upon you to accept work.

2. Assignments

Elite HealthCare makes every effort to find Members suitable work but will make no guarantee that we shall always be able to do this. Temporary work assignments are made in accordance with the terms of this Agreement and the terms of Business (copies of which are available upon request). Members must keep any appointments or arrangements that are made for them. Members who are unable to report for duty for any reason whatsoever must telephone Elite HealthCare immediately so that every effort can be made to find a replacement under no circumstances may any person who is not a Member of Elite HealthCare be introduced to a case.

3. Payment

Elite HealthCare makes payments to Members in advance of fees earned by them, and Members irrevocably appoint Elite HealthCare to collect and recover fees, expenses, charges and extras in the name of Elite HealthCare. All moneys due to Elite HealthCare will be deducted from the moneys received from the client. All assignments must be booked through Elite HealthCare.

4. Fees and Expenses

Payment in advance of fees earned by Members is made weekly by Bankers Automated Clearing Services (BACS) accompanied by a full statement. Accounts prepared by Elite HealthCare on behalf of Members are usually submitted weekly.

5. Timesheets

Fully completed and signed timesheets must be submitted to the payroll branch weekly, to arrive no later than Monday noon, in order for payment to be made promptly. Failure to submit a completed timesheet may result in payment being delayed. To fulfil our record keeping obligations, hours worked will continue to be monitored on a timesheet basis.

6. Members Employment Status

Members are self-employed in all cases. Members may be deemed employees for the purpose of PAYE and Class One National Insurance Contributions only in appropriate cases, PAYE tax deductions will be made from Members' fees and National Insurance Contributions will be collected by Elite HealthCare. Because Members' contract exists only for the period of each duty, Elite HealthCare does not usually pay statutory sick pay. Members should make inquires to their local DSS office with regard to sickness benefit.

7. Standards and conduct

Members of Elite HealthCare must at all times maintain the highest professional standards and comply with Elite HealthCare policies and procedures. Members are also required to work to the policies, procedures and requirements of the client and workplace and comply with the codes of conduct of any professional organisation to which they belong.

8. Uniform

Members will be required to purchase and wear an Elite HealthCare uniform at all times. The only exceptions to this condition are (a) where the Client provides their own uniform, or (b) where the Client does not wish one to be worn.

9. Changes to Personal Details

The Management of Elite HealthCare must be notified immediately in writing of changes of address, telephone number or bank details. Failure to notify such changes may result in non-receipt of statement of fees and other correspondence loss of assignments, or incorrect or non-payment of fees.

Incomplete Assignments

The Employment Business expects the Temporary Worker to complete given assignments unless there is a situation that arises which may make it undesirable for the Temporary Worker to continue with such assignment. Temporary Workers wishing to leave an assignment before completion should inform the Employment Business immediately and the Client must be given clear reasons for such action only after consultation with the Employment Business. Members wishing to leave an assignment before its completion must inform the Elite HealthCare office immediately and give at least one weeks' notice to the client.

10. Termination of Membership

Members may terminate their Membership of Elite HealthCare at any time and one weeks' notice must be given if an assignment is in progress. If a Member wishes to take up any appointment with a Client introduced by Elite HealthCare within six months of the termination of Membership, the Member must notify Elite HealthCare in writing, as a fee will be due from the Client. Failure to inform Elite HealthCare will jeopardise future work opportunities or result in termination of Membership.

11. Client Care/Reports

Changes in patients' mental and physical condition should be reported to the appropriate person. Detailed records must be kept in accordance with both Client and agency requirements, as required by the Elite HealthCare Manager.

12. On Call

For the purpose of the Working Time Regulations, time spent "on –call" whilst not working will not count towards a members working time unless and until the Member is called to work.

13. Time Off

Members who wish to have time off from an assignment other than, as paid holiday must give Elite HealthCare at least one weeks' notice to find a suitable replacement for the period of absence.

14. Paid Holiday

The working Time Regulations provide that Members who work for 13 consecutive weeks (the qualifying period) will from 2nd February 2007 begin to accrue a right to paid holiday on a pro -rata basis equivalent to full time employment of 4 weeks per year. This right is broken should you cease to work continuously. However, Elite HealthCare has decided to offer greater benefit to you by giving you the entitlement to accrue 1 hour of paid holiday for every 13 hours worked through Elite HealthCare (following your initial qualifying period) If you have a period of 6months or more without undertaking, any assignments you will need to re-work the qualifying period to accrue more hours. Elite HealthCare holiday year commences from 2nd February and runs through to 30th March. Members are obliged to give appropriate notice to their intention to take time off. Leave may not be booked in advance of it being accrued. The purpose of the entitlement to paid holiday is to ensure that you take time off work. Elite HealthCare therefore recommends that you do not work during your holiday period. Accrued annual leave not taken within the holiday year will be lost.

15. Working Hours

In compliance with the implementations of the Working Time Regulations, Elite HealthCare recommends that working time (including any time that you personally provide your services to anyone else) should not exceed 48 hours per week (average over a period of 17 weeks). However, should you wish to waive this right please indicate this preference by ticking Yes /No in the box provided below. Members can withdraw the option to work in excess of 48 hours per week at any time by providing 3 months written notice to their local Elite HealthCare. Working Time shall include only the period of attendance at each individual assignment through Elite HealthCare.

16. Daily Rest Period

All Members should be provided with the opportunity to take 20minutes unpaid break during assignments of 6 hours duration or more. It is the responsibility of the Member to ensure this is taken in the course of work. Members are entitled to take 11 hours of consecutive rest per day. In circumstances in which flexible practice is required such as home care, sleepovers, hospitals, residential homes, prisons, etc; and there is no opportunity to take rest breaks, this is permitted providing an equivalent break or compensatory rest period is agreed at the convenience of the Member and Client. However, where an agreement has been reached by collective means within the established workforce, Members will be bound by that agreement in relation to working hours. This will not entitle Members to any other benefits or provisions under such collective agreements. Members are not entitled to receive pay during any rest breaks.

18. Shift Workers

Members are entitled to 11 hours of daily consecutive rest, but this does not apply in relation to shift workers who cannot take a daily rest period between the end of one shift and the start of the next. In these circumstances, clause 17 relating to rest period applies and an equivalent break of compensatory agreed weekly hours must not be exceed.

19. Night Shifts

Members have the opportunity to undergo a health assessment prior to night duty assignments for which they will not be charged. (This can be arranged through our office). Night duty hours must not exceed 8 hours in 24 hours, and this is averaged over a standard period of 17 weeks. (In certain circumstances in which flexible practice is required, clause 17 relating to rest periods applies, and individual agreements between the Member and Elite HealthCare must be reached if night hours are to exceed this limit. In these circumstances, an equivalent break of compensatory rest period is agreed at the convenience of the member and client.)

20. Members' Health

Membership of Elite HealthCare is conditional upon true statement of the details of a Member's mental physical health as set out in the application form, and upon the understanding that a Member must be in a state of good health when reporting for each and every duty. Failure to provide all accurate declaration of health or to update Elite HealthCare of any change could jeopardise Elite HealthCare Membership.

21. Health and Safety

Members, as self-employed persons, determine their working hours through accepting or refusing assignments offered. Members are individually responsible for ensuring their chosen working hours (including all work other than through Elite HealthCare are compatible with their own health and safety at work and that of patients, clients and colleagues. As self-employed persons, members have a personal responsibility to regard health and safety policies and fully co-operate with those in charge of the workplace. Members are required to assess for any risk in the workplace and maintain a safe environment both for themselves, other staff and clients. Often, this will involve working to establish health and safety practices, but private householders are unlikely to have such a detailed knowledge, so particular care is required when providing home care services

22. Negligence

If a Member is removed from an assignment or a complaint for misconduct or professional negligence is received, Elite HealthCare reserves the right to withhold payment in advance of fees earned by the member

23. Professional Negligence Indemnity Insurance

Elite HealthCare does not provide professional indemnity cover. However, the temporary worker is strongly recommended to obtain professional indemnity insurance cover. The cover offered by the Clinical Negligence Scheme for Trusts is by no means sufficient to cover all situations in which you might find yourself. Without your own professional indemnity Insurance you could be liable for all costs relating to any claim made against you.

24. Data Protection

Elite HealthCare holds information on Members, racial or ethnic origin, religious beliefs, health and criminal records. This sensitive information is held for monitoring purposes only. However, Elite HealthCare may use other, non-sensitive information supplied by you to occasionally send, or arrange to send, information which we believe will be of interest to Members. If you do not wish us to pass on this non-sensitive information about you please mark the relevant box below.

25. Identification

Members must carry their NMC PIN card and wear an Elite HealthCare ID. Badge at all times whilst on duty, or whilst on duty the Client's premises, going to, or coming off, an assignment

25. Disclosure of Convictions

Members must disclose to Elite HealthCare if they are charged with a criminal conviction after submitting this form

26. Asylum and Immigration Act 1996

You will be asked to produce one of the documents specified by the Act to establish your eligibility to work. Any offer of employment will be limited by, and subject to your continued eligibility to work in the UK.

27. Health Screening

If you are offered a job, you will be asked to fill in a pre- employment health –screening questionnaire, which will be assessed by Occupational Health.

Any offer of employment will be subject to a satisfactory report from Occupational Health.

If you have read and understood the terms and conditions please sign and date:-

Member Name.....

(PRINTED)

Signature.....

Payroll No.....Date.....

Branch.....

If you have any queries concerning these conditions, please contact Elite HealthCare for further explanation. No variation or alteration to these conditions shall be valid unless confirmed in writing by a Director of Elite HealthCare.

Should you have any specific comments, a copy of our comments and complaint procedure is available from Elite HealthCare Registered Office