



# Conditions of Service

## Swift Selection terms & conditions for Zero hours projects for locum or temporary staff

### DEFINITIONS

In these terms and conditions of engagement ("Terms") the following definitions apply unless the context otherwise requires:

**Assignment** - means the period during which you the temporary worker is supplied by the Agency to render services to the Client as set out in the relevant Schedule;

**Client** - means the Company you are contracted to.

**The Agency** - means Swift Selection Healthcare

**Relevant Period** - means the longer period of either 14 weeks from the first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Agency to the Client.

**Schedule** - means the details of specific Assignments to be carried out by the Temporary Worker;

**Temporary Worker** - means

.....  
(Insert your name)

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in these Terms are for convenience only and do not affect their interpretation.

### THE CONTRACT

These terms and conditions constitute a legally binding agreement between you (The Temporary Worker) and Swift Selection (The Employment Business). This agreement is valid only for the duration of any one assignment offered by us and accepted by you. However, no contract shall exist between the Employment Business and the Temporary or Locum Worker between Assignments.

Swift acts at all times as an agent for the Temporary Worker and assumes no responsibility as an employer; therefore, workers are employed under a Contract for Services. Swift undertakes to find its Temporary Workers suitable work; however, we cannot guarantee that we shall always be able to do so.

### THE ASSIGNMENT

Swift Selection will use all reasonable endeavors to obtain suitable Assignments for the Temporary Worker but the Temporary Worker shall not be obliged to accept an Assignment offered by the Agency.

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 such suitability shall be determined solely by the Agency; that the Agency shall incur no liability to the Temporary Worker should it fail to offer opportunities to work; and that no contract shall exist between the Temporary Worker and the Agency during periods when the Temporary Worker is not working on an Assignment.

Prior to the commencement of the Assignment, the Agency shall provide full Assignment details; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker could be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to Health and Safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent and control such risks. In addition the Agency shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment. This information will be given via email.

The Temporary Worker agrees that the Agency will supply the Client with a copy of his or her Curriculum Vitae and agrees to be interviewed by the Client prior to placement.

Changes to the Temporary Worker's contact details (including without limitation, change of address, telephone number or bank details) should be notified to the Agency promptly in writing. The Temporary Worker must also notify the Agency immediately of any change in circumstances which may affect suitability for work within their profession including, without limitation, criminal convictions, professional conduct issues and changes to health status.

If, during the course of an Assignment the Client wishes to employ the Temporary Worker direct or through another The Agency, the Temporary Worker acknowledges that the Agency will be entitled to charge the Client an introductory fee, these terms would already form part of the Agency's contract with the Client.

We recommend that you have the full protection of indemnity insurance cover, which is normally provided by a professional organisation or trades union. The various professional bodies urge health care professionals to address this issue. For example the NMC recommends for nurses in cases of allegations of misconduct that 'if practitioners do not obtain appropriate representation at an early stage [in response to an allegation of professional misconduct] it can place them at a distinct disadvantage.' A professional body will provide you with support, counselling, and legal representation to help you through the process. In the event of an allegation being made against a health care practitioner, it is crucial to contact your professional organisation immediately.

The Temporary Worker is responsible for all of his/her acts and omissions during the course of an Assignment and the Agency cannot accept any responsibility for any loss or damage that may arise out of or in connection with the performance of the services by the Temporary Worker on an Assignment.

While engaged on an assignment you will be expected to devote your full time, attention and ability to your work, ensuring satisfactory provision of services to the Client on behalf of The Agency.

### REMUNERATION

The Agency shall pay to the Temporary Worker remuneration calculated at an agreed hourly rate. The actual rate will be notified on a per Assignment basis. To be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Agency may be required by law to make from time to time.

Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Agency or Clients for time not spent on Assignment, whether in respect of illness or absence for any other reason unless otherwise agreed.

The Temporary Worker and the Agency agree that any expenses incurred by the Temporary Worker pursuant to carrying out the services, including without limitation accommodation charges, meals and telephone services, travel expenses are not payable by the Agency unless agreed in writing prior to the commencement of the Assignment.

### STATUTORY LEAVE

For the purposes of calculating entitlement to paid annual leave, the leave year runs from January 1st to the 31st of December. The full leave entitlement is currently 24 days, pro-rata for part-time staff. To qualify for paid annual leave you must have been working with Swift for a total of 148 hours or 4 weeks. Your qualifying period will begin from the first day you work with us.

To calculate your leave we will keep a running total of hours worked and the formula is as follows; for every 81.24 hours worked you will accumulate 7.5 hours holiday. However, you must have worked a minimum of 148 hours to qualify for holiday pay. Once you have worked the minimum period, holiday pay is then backdated to hour one. For Temporary Workers who work less than the 148 hours within the annual leave year then no holiday pay is due.

You can request to take paid annual leave in complete hours only. Paid annual leave days can only be taken on the basis of the time you have accrued. Do contact your Recruitment Administrator at any time - which will advise how much time you have accrued. Once you have clarified this, claim your paid annual leave by using a timesheet in the normal way - writing 'holiday pay' on it. Holiday hours are paid at the same rate as your daytime rate.

Where this contract is terminated by either party and a P45 is requested, you shall be entitled to a payment in lieu of any untaken leave. None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

### SICKNESS ABSENCE

The Temporary Worker may be eligible for Statutory Sick Pay provided that he/she meets the relevant statutory criteria. However, the Temporary Worker has no entitlement to SSP during any period when he or she is not engaged in an Assignment.

For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.

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### TIMESHEETS

The Temporary Worker shall keep a full and accurate time sheet of hours worked by him/her in the provision of services to the Client during an Assignment.

At the end of each week of an Assignment and/or at the end of the Assignment, the Temporary Worker shall email to the Agency his/her time sheet duly completed to indicate the number of hours worked by him/her during the preceding week (or such lesser period). The timesheet should be returned to Swift Selection no later than 12 midnight on a Monday, to ensure there is no delay in processing pay and monies are sent to the bank account provided on the Friday. Failure to do so may mean that you are not paid until the following week. Your pay cannot be processed without a valid timesheet.

The Agency shall pay the Temporary Worker for all hours worked regardless of whether the Agency has received payment from the Client for those hours.

Your timesheet is a crucial document that generates the invoice to the client and your pay. You must ensure that the information provided on the timesheets is accurate and a true reflection of hours worked and costs incurred. When you have filled in your timesheet and we have processed your pay, in line with your claim we cannot then make any adjustments, revisions or amendments to the hours worked or expenses charged. So please fill them in correctly as we cannot make retrospective changes.

Timesheets are subject to scrutiny and audit by our client and consequently its essential to submit them regularly, particularly when you are working in an autonomous role i.e. field based and you are self authorising (the client is not signing). When you are self authorising your timesheet, its imperative that you submit them timely, in case there are changes to the clients team and consequently they may be unable to verify. The timesheet rule is try and submit them week, monthly is also acceptable, but timesheets that have aged more than 2 months cannot be processed, unless we can authenticate them with the client and they agree that we can pay you. So the golden rule is when you are working on a timesheet and you are self authorising, submit them regular and don't leave any claims beyond 2 months.

Your working day or chargeable time shall only consist of those periods during which you are working for the client as part of the Assignment. Time spent traveling to the work premises, lunch breaks and other rest breaks shall not count as part of the working day. However, for Field based Temporary Workers (i.e. sales and nurse advisors) travel is an integral part of the role and you are expected to invest 1 hour of your own time per day towards travel, no more, the rest is incorporated as part of the working day.

### CONDUCT OF ASSIGNMENTS

Swift Selection expects the highest standards of behaviour from you at work. You are expected to conduct yourself with dignity and treat Client and their customers with respect and courtesy as benefits a professional company.

Employees are also expected to observe high standards in dress and manner when dealing with client and their customers, to be honest and open in all your dealings, treating Clients and their customers as individuals who should be valued.

You will also be expected to comply with all policies, procedures, requirements or codes of conduct of any professional body to which you belong.

Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation. 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. Take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by your actions on the Assignment and comply with the Health and Safety policies and procedures of the Client.



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The Temporary Worker shall be entitled to a rest break of 20 minutes during any six-hour work period. The Temporary Worker is solely responsible for ensuring that it takes such rest breaks which should wherever practicable be taken in accordance with the Client's instructions.

If the Temporary Worker is unable for any reason to attend work during the course of an Assignment he/she should inform the Client or the Agency prior to the commencement of the Assignment.

If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he/she may not be suitable for an Assignment, he/she shall notify the Agency without delay.

The holding of a valid UK drivers licence is a pre-request for Temporary Workers who need a car to conduct their job. The Temporary Worker is responsible for ensuring that they have appropriate car insurance and it including business use. The Temporary Worker must notify the Agency immediately of any changes to driving licence or insurance status. A driving ban or excess points on your licence may have an impact on your eligibility to perform your job function and as a result may lead to dismissal. A copy of your drivers licence should be submitted to Swift on commencement of your employment.

### TERMINATION

The reputation of our service depends largely on the high standard of work offered by our Temporary Workers; we must therefore reserve the right to terminate a Temporary Workers Assignment with immediate effect in the event of the Temporary Worker being proven dishonest, negligent or incompetent.

The Agency or the Client may, without prior notice or liability, terminate the Temporary Worker's Assignment at any time on 24 hours' notice. The Temporary Worker may also, without liability, terminate an Assignment at any time on 24 hours' notice to the Agency.

If the Temporary Worker fails to inform the Client or the Agency should they be unable to attend work during the course of an Assignment this will, at the election of the Client or the Agency, be treated as termination of the Assignment by the Temporary Worker, unless the Temporary Worker can show that exceptional circumstances prevented him/her from making contact.

### WORKING TIME

Swift Selection and all its Temporary Workers must comply with the Working Time Regulations; the Agency recommends that working time should not exceed 48 hours per week.

In compliance with the implementation of the Working Time Regulations, Swift Selection recommends that working time should not exceed 48 hours per week (averaged over 17 weeks).

However, Temporary Workers may choose to opt out of the Working Time Directive if they wish to be available for work for more than 48 hours per week. Should you wish to waive this right, please indicate this preference by a circle around your choice below:

Yes    No

You can change your chosen option at any time by advising us in writing. "Working Time" is defined as the period of attendance at each individual Assignment undertaken on behalf of Swift Selection. It shall not include any travelling time.

### VERIFICATION, COMPLAINTS AND DATA PROTECTION

The Temporary Worker must inform the Agency of any situation that has resulted in suspension or dismissal from any previous employment and any complaints made against the Temporary Worker to their professional body, whether in the UK or abroad. It is a condition of the Contract that the Temporary Worker permits the Agency to undertake such checks from third parties as may be necessary to determine suitability to be a Temporary Worker. Such checks may comprise checks on experience, training, qualifications (including, without limitation, confirmation of professional registration or enrolment with the appropriate governing body for their profession), health and authorisation. In addition, the Temporary Worker will be required to sign an application form to the Criminal Records Bureau authorising the Agency to obtain an appropriate disclosure that indicates suitability for working with children/vulnerable adults. Until the Agency is satisfied that the Temporary Worker is fit to work with children/vulnerable adults, the Temporary Worker will not be able to take up any Assignment. The Agency shall not be liable to the Temporary Worker for any losses incurred arising out of or in connection with any delay in the Temporary Worker's application whether caused by the Criminal Records Bureau or otherwise.

The Temporary Worker must notify the Agency immediately of any change to information given relating to professional conduct or registration, disciplinary action, fitness to practice, criminal convictions, POCA/POVA List status or any other change which may affect the suitability of the Temporary Worker for work.

In accordance with the Data Protection Act 1998 (as amended or reenacted from time to time), all information gathered during the registration process is used by the Agency to:

Assess the Temporary Worker's suitability to be a Temporary Worker (which may include taking up references and providing copies of references to a third party); and inform the Temporary Worker of suitable work opportunities by mail, email and telephone.

Sensitive data: racial or ethnic origin information is for monitoring purposes only, health and criminal records data is used for selection purposes only. By signing these Terms the Temporary Worker is expressly permitting the Agency to use this information in this way.

The Temporary Worker must inform the Agency about any complaint made against her which is relevant to his or her Professional competence or conduct. The Agency will fully and promptly inform the Temporary Worker of any complaint made against him or her. All complaints are to be addressed by the Agency in accordance with its complaints procedure.

Where the Temporary Worker wishes to raise any complaint about any matter, she should do so in accordance with the Agency's complaints procedure.

### NURSE ADVISORS / EDUCATORS ONLY

The Temporary Worker must provide the Agency with all requested proof of qualifications, references, recent photographs (for identification purposes), access to health records and medical registrations as may be requested in order for the Agency to satisfy itself that the Temporary Worker is fit to be supplied to Clients.

The Temporary Worker Should ensure that their registration with the NMC remains effective at all times and that they comply with the NMC Professional Code of Conduct during every Assignment.

At all times during an Assignment, the Temporary Worker will ensure that he or she wears an identification badge, which shall provide details of his or her name, the Agency and will feature a contemporary photograph of the Temporary Worker.

The Temporary Worker agrees to maintain their immunization/vaccination status with regard to a) Rubella, b) Varicella, c) Hepatitis B and d) Tuberculosis. Copies of results of health assessment and immunization/ vaccination status may be provided to the Client.

### CONFIDENTIALITY

Swift Selection requires all its Temporary Workers to maintain confidentiality at all times during and after your period of employment with Swift.

To keep secret and not use or disclose to any person, firm or company without the prior consent from us or the contract company. Information which should be kept confidential will include but without limitation; details of the Company's and or Clients products, prices, customers or prospective customers, and suppliers.

### ENTIRE AGREEMENT

The Condition of service contains the entire agreement between the parties and understanding between the parties and supersedes all prior agreements, understandings or arrangements whether oral or written between the parties in respect of the subject matter of the Contract.

The parties acknowledge that they have not entered into the Contract in reliance on any representation not expressly set out in the Contract and neither party shall be liable in respect of any representation made prior to and not contained in the Contract unless it was made fraudulently.

## Declaration

I confirm that all information I have provided to Swift Selection during my registration is both truthful and accurate. I understand that any engagement entered into is subject to documentary evidence of my right to work in the UK, verification of any professional qualifications and, in case of temporary assignments, subject to 2 satisfactory references. I expressly consent to any sensitive or personal data, disclosed as part of my application, being used in connection with the search for work, subject to relevant data protection legislation.

I will inform Swift Selection immediately of any circumstances that may affect my work, such as changes to health or subsequent pending prosecutions or convictions, which may arise whilst I am registered for permanent or temporary work. I declare that I have read and understood the Swift Selection conditions of service for temporary / locum work and that by signing this declaration I agree to everything therein.

Name (Block Capitals)

Signature:

Date:

**PLEASE SIGN AND RETURN ONE COPY OF THESE CONDITIONS OF SERVICE TO SWIFT SELECTION**