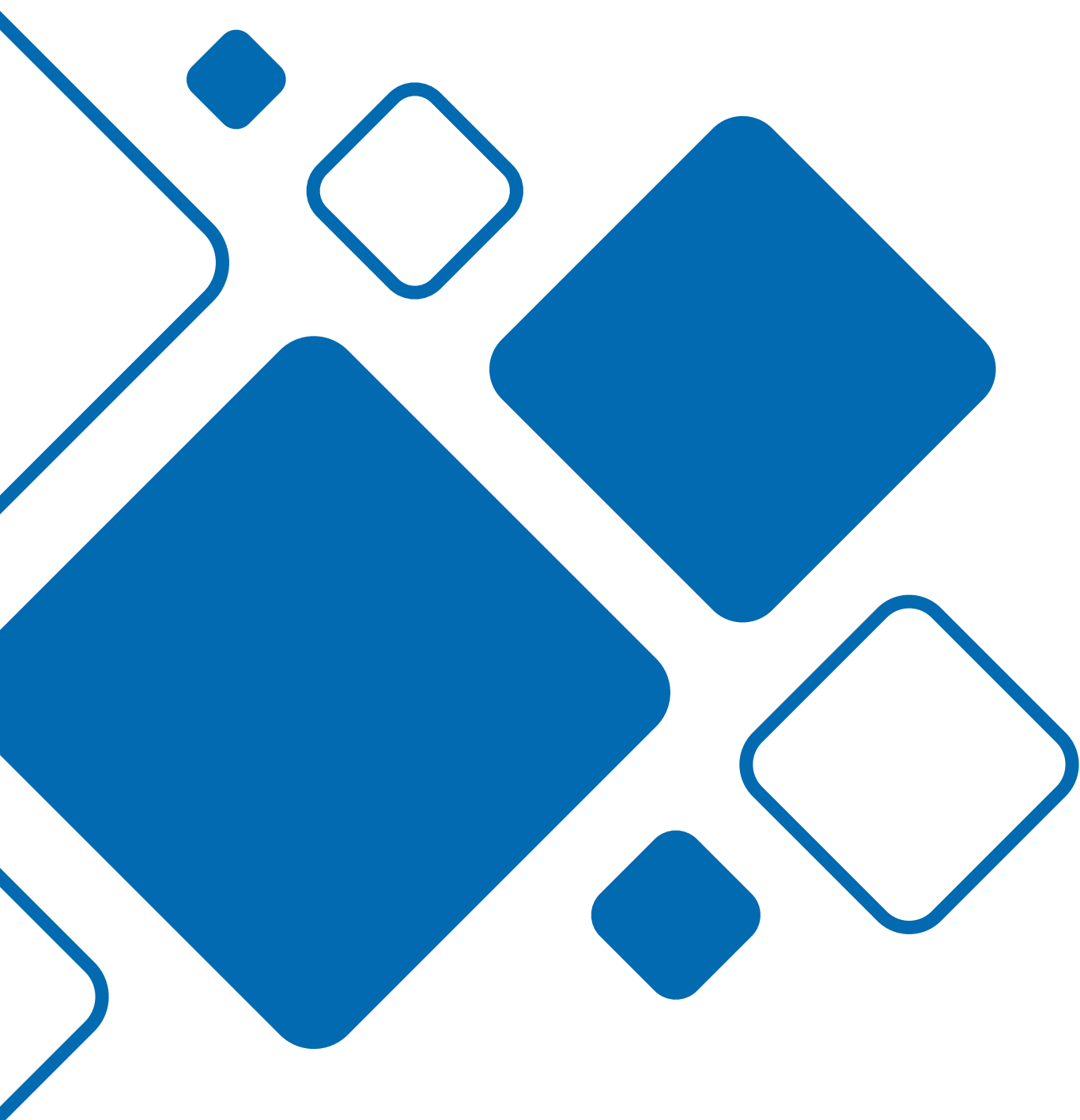


NURSDOC

PSC - CANDIDATE CONTRACT FOR SERVICES TERMS & CONDITIONS



CONTRACT FOR SERVICES - PSC CONTRACTORS (1ST JUNE 2021)

THIS AGREEMENT IS MADE BETWEEN:

Nursdoc (Registered No. 08354601) whose registered office is at NWS House, Ground Floor, 1E High Street, Purley, Surrey, CR8 2AF ("Nursdoc") and

(Registered no _____)

Whose registered office is at _____
("Contractor").

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following definitions apply:

Agency Workers Regulations means the Agency Workers Regulations 2010;

Assignment means the Engagement to provide the Contractor Services for a period of time during which the Contractor is supplied by Nursdoc to provide the Contractor Services to the Client;

Assignment Schedule means written confirmation of the Assignment details set out in Clause 6.2;

Calendar Week means any period of seven days starting with the same day as the first day of the First Assignment;

Client means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Contractor is supplied or introduced requiring the Contractor Services;

Conditions of Liability means meets the requirements of section 50(1) (b) ITEPA and one of the conditions of liability set out in Sections 51 to 53 ITEPA;

Conduct Regulations means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

Consultant means such of the Contractor's employees, workers, officers or representatives supplied to provide the Contractor Services;

Contractor Fees means the fees payable to the Contractor for the provision of the Contractor Services, as set out in the relevant Assignment Schedule;

Contractor Services means the provision of work and services by the Contractor as described in an Assignment Schedule for the Client;

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the UK including; the Data Protection Act 2018; the UK GDPR (as defined in the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

Deductions means any deductions which Nursdoc may be entitled to make pursuant to this Agreement, or required by law to make from the Deemed Direct Payment and in particular in respect of PAYE tax and Class 1 National Insurance Contributions where applicable;

Deemed Direct Payment means the sum calculated by Nursdoc in accordance with Section 61Q ITEPA;

Deemed Employment an Assignment to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 applies

Engagement means the engagement, employment or use of the Contractor and/or any Consultant by the Client or by any third party to whom the Contractor and/or any Consultant have been introduced by the Client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, license, franchise or partnership arrangement, or any other engagement, and "Engage", "Engages" and "Engaged" shall be construed accordingly;

Exempt Organisation means an organisation which is exempt from Part 2, Chapter 10 ITEPA;

First Assignment means:

The relevant Assignment; or

If, prior to the relevant Assignment:

The Consultant has worked in any assignment in the same role with the relevant Client as the role in which the Consultant works in the relevant Assignment; and

The relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Consultant is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client);

Inside IR35 means an Assignment which meets the conditions of Section 61M ITEPA;

Intermediaries Legislation means Chapter 8 of Part 2 of ITEPA;

ITEPA means the Income Tax (Earnings and Pensions) Act 2003;

Key Information Document means the document required under Regulation 13A of the Conduct Regulations;

Losses means all losses, liabilities, damages, costs, expenses, fines, penalties or interest whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands and "Loss" shall be construed accordingly;

Minimum Rate means the minimum hourly rate of pay by Nursdoc to the Intermediary in respect of an Assignment which is a sum equal to the national minimum wage;

MSC Legislation means Chapter 9 of Part 2 of ITEPA;

Net Pay means the Deemed Direct Payment minus the Deductions where the Assignment is determined to be an Inside IR35 Assignment; or the Contractor Fees less any Deductions where the Assignment is determined to be an Outside IR35 Assignment;

NICs Legislation means the Social Security (Categorisation of Earners) Regulations 1978, the Social Security (Categorisation of Earners) (Northern Ireland) Regulations 1978;

Off-Payroll Rules means Part 2, Chapter 10 ITEPA;

Outside IR35 means an Assignment which does not meet the requirements of Section 61M ITEPA;

Period of Extended Hire means any additional period that the Client wishes the Contractor to be supplied for beyond the duration of the original assignment or series of assignments as an alternative to paying a Transfer Fee;

Qualifying Period has the meaning set out in Regulation 7 of the Agency Workers Regulations;

Relevant Period means (a) the period of 8 weeks commencing on the day after the last day on which the Contractor worked for the Client having been supplied by Nursdoc; or (b) the period of 14 weeks commencing on the first day on which the Contractor worked for the Client having been supplied by Nursdoc; or (c) 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

Relevant Pay means any sum payable to a worker of the Client in connection with the worker's employment including any fee, bonus, commission, holiday pay, or other emoluments as further defined in Regulation 6 of the Agency Workers Regulations.

Relevant Terms and Conditions means terms and conditions relating to:

- (a) Relevant Pay;
- (b) The duration of working time;
- (c) Night work;
- (d) Rest periods;
- (e) Rest breaks; and
- (f) Annual leave

That are ordinarily included in the contracts of employees or workers (as appropriate) of the Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and any basic working and employment conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

Reporting Requirements means the requirements of the Income Tax (Pay as You Earn) (Amendment No. 2) Regulations 2015;

Specified Intermediary means the party required to submit the report to HMRC in compliance with the Reporting Requirements;

Status Determination Statement means the written statement in which the Client confirms its decision on the application of the Off-Payroll Rules to the Assignment in accordance with Section 61T ITEPA;

Tax and NICs Information means the Contractor's national insurance number and written confirmation from HMRC of his/her current tax code;

Temporary Work Agency has the meaning set out in regulation 4 of the Agency Workers Regulations;

Transparency Regulations means the Modern Slavery Act 2015 (Transparency in Supply Chains) Regulations 2015;

Transfer Fee means a fee payable by the Client to Nursdoc if the Client or any third party wishes to Engage the Contractor, as permitted by Regulation 10 of the Conduct Regulations; and

Working Time Regulations means the Working Time Regulations 1998.

1.2 Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.

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

1.4 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

2. THE CONTRACT

2.1 This Agreement together with the attached Schedule and any applicable Assignment Schedule ("Agreement") constitutes the entire agreement between Nursdoc and the Contractor and governs all Assignments undertaken by the Contractor. However no contract shall exist between Nursdoc and the Contractor between Assignments. This Agreement shall prevail over any terms put forward by the Contractor.

2.2 During an Assignment the Contractor will be engaged on a contract for Contractor Services by Nursdoc on the terms set out in this Agreement. For the avoidance of doubt this Agreement shall not be construed as a contract of employment between any Consultant or any representative of the Contractor supplied to carry out the Assignment and either Nursdoc or the Client, and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.

2.3 No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between Nursdoc and the Contractor and set out in writing and a copy of the varied terms is given to the Contractor no later than 5 business days following the day on which the variation was made stating the date on or after which such varied terms shall apply.

2.4 Nursdoc shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973 (as amended) when introducing or supplying the Contractor for Assignments with its Clients.

3. RELATIONSHIP BETWEEN NURSDOC AND THE CONTRACTOR AND BETWEEN THE CLIENT AND THE CONTRACTOR

3.1 Nursdoc will endeavour to obtain suitable Assignments for the Contractor performing the agreed type of work as a commercial driver. The Contractor shall not be obliged to accept an Assignment offered by Nursdoc.

3.2 The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

3.2.1 Suitability of the work to be offered shall be determined solely by;

3.2.2 Nursdoc shall incur no liability to the Contractor should it fail to offer opportunities to work to the Contractor.

3.3 The Contractor acknowledges to Nursdoc that its services are supplied to Nursdoc as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Consultant (including the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Contractor Services are provided) shall fall upon and be discharged wholly and exclusively by the Contractor.

3.4 Nothing in this Agreement shall render any Consultant an employee or worker of either Nursdoc or the Client. The Contractor shall ensure that the Consultant does not hold him/herself out as an employee or worker of either Nursdoc or the Client. In the event that any person should seek to establish any liability or obligation upon Nursdoc or the Client on the grounds that the Consultant is an employee/employees or worker/workers of Nursdoc or the Client, the Contractor shall upon demand indemnify Nursdoc and keep it indemnified in respect of any such liability or obligation and any related Losses which Nursdoc or the Client shall incur.

3.5 If before or during an Assignment or during the Relevant Period the Client wishes to Engage the Contractor or any Consultant directly or through another employment business, the Contractor acknowledges that Nursdoc will be entitled either to charge the Client a Transfer Fee or to agree to a Period of Extended Hire with the Client at the end of which the Contractor or the Consultant (as appropriate) may be Engaged directly by the Client or through another employment business without further charge to the Client. In addition Nursdoc will be entitled to charge a Transfer Fee to the Client if the Client introduces the Contractor or any Consultant to a third party (other than another employment business) who subsequently Engages the Contractor or any Consultant before or during an Assignment or within the Relevant Period.

3.6 If the Consultant has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Consultant is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the relevant Assignment Schedule or any variation to the relevant Assignment Schedule (as appropriate) and the Contractor will give the Consultant any such entitlements.

3.7 Save to the extent any such Loss results from any act or omission of Nursdoc or the Client, the Contractor shall indemnify and keep indemnified Nursdoc (or, as the case may be, the Client) against any Losses Nursdoc (or the Client) may suffer or incur as a result of any claim made by or on behalf of the Consultant under the Agency Workers Regulations.

3.8 If the Contractor is a Temporary Work Agency, it will comply with the Agency Workers Regulations in all relevant respects.

3.9 If the Contractor is a Temporary Work Agency, it will notify Nursdoc as soon as possible prior to the commencement of the first Assignment under this Agreement if the Consultant has a permanent contract of employment with the Contractor that satisfies the requirements of Regulation 10 of the Agency Workers Regulations and immediately if and when any such contract is terminated.

THE OFF-PAYROLL RULES**3.10 WHERE THE CLIENT IS NOT AN EXEMPT ORGANISATION AND THE ASSIGNMENT IS AN INSIDE IR35 ASSIGNMENT**

The Contractor acknowledges that the Client is not an Exempt Organisation. The Contractor also acknowledges that the Client has determined that the Assignment is an Inside IR35 Assignment. Accordingly, the Contractor acknowledges that Nursdoc must calculate the Deemed Direct Payment from the Contractor Fees, make the appropriate Deductions from the Deemed Direct Payment and account for the same to HMRC.

3.11 WHERE THE CLIENT IS NOT AN EXEMPT ORGANISATION AND THE ASSIGNMENT IS AN INSIDE IR35 ASSIGNMENT

Notwithstanding Nursdoc's obligation to make the Deductions under the Off-Payroll Rules, nothing in this Agreement shall render any Consultant an employee or worker of either the Nursdoc or the Client. The Contractor shall ensure that the Consultant does not hold themselves out as an employee or worker of either the Nursdoc or the Client. If any person should try to establish any liability or obligation upon the Nursdoc on the grounds that the Consultant is an employee or worker of the Nursdoc or the Client, the Contractor shall upon demand indemnify the Nursdoc and keep it indemnified in respect of any such liability or obligation and any related Losses which the Nursdoc or Client shall incur.

3.12 WHERE THE CLIENT IS NOT AN EXEMPT ORGANISATION AND THE ASSIGNMENT IS AN OUTSIDE IR35 ASSIGNMENT

The Contractor acknowledges that:

- 3.12.1 The Client is not an Exempt Organisation;
- 3.12.2 The Client has determined that the Assignment is an Outside IR35 Assignment;
- 3.12.3 Its services are supplied to Nursdoc as an independent contractor and that accordingly, the responsibility of complying with all statutory and legal requirements relating to the Consultants (including but not limited to matters of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Contractor Services are provided) shall fall upon and be discharged wholly and exclusively by the Contractor.

3.13 WHERE THE CLIENT IS AN EXEMPT ORGANISATION

The Contractor acknowledges that:

- 3.13.1 The Client is an Exempt Organisation;
- 3.13.2 Its services are supplied to Nursdoc as an independent contractor and that accordingly, the responsibility of complying with all statutory and legal requirements relating to the Consultants (including but not limited to matters of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Contractor Services are provided) shall fall upon and be discharged wholly and exclusively by the Contractor.

4. WARRANTIES PROVIDED BY THE CONTRACTOR

4.1 The Contractor warrants to Nursdoc that:

- 4.1.1 By entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party;
- 4.1.2 The Consultant has the necessary skills and qualifications to provide the Contractor Services; and
- 4.1.3 All information the Contractor provides to Nursdoc in order to comply with the Reporting Requirements and Clauses 5.1. or 5.8. is complete and accurate;
- 4.1.4 That the Contractor and the Consultant providing the Contractor Services have not opted out of the Conduct Regulations and that it will only supply Consultants to perform the Contractor Services who have not opted out of the Conduct Regulations;

4.2 The Contractor warrants to Nursdoc that it is not incorporated or registered in a jurisdiction outside of the UK;

4.3 If, in respect of any prospective Assignment, the Consultant is required by law, any professional body or by any Client to hold or have any experience, training qualifications and/or authorisations, the Contractor shall provide Nursdoc with up to date copies of such qualifications and/or authorisations.

4.4 The Contractor warrants that the Consultant meets the Conditions of Liability and will continue to meet the Conditions of Liability for the duration of the Assignment and this Agreement. The Contractor will provide written confirmation to Nursdoc that the Consultant meets the Conditions of Liability.

4.5 WHERE THE CLIENT IS NOT AN EXEMPT ORGANISATION AND THE ASSIGNMENT IS AN OUTSIDE IR35 ASSIGNMENT

The Contractor warrants that:

- 4.5.1 The Consultant is not a "managed service company" as defined in either section 61B or section 339A of ITEPA and that it is compliant in all respects with ITEPA (including specifically the Intermediaries Legislation and the MSC Legislation) and the NICs Legislation;
- 4.5.2 It shall procure that the Consultant, any sub-contractor or assignee performing the Contractor Services warrant, that they are not and do not operate as "managed service companies" as defined in section 61B and section 339A of ITEPA but that they are compliant in all respects with ITEPA (including specifically the Off-Payroll Rules and the MSC Legislation) and the NICs legislation.
- 4.5.3 A Consultant does not work under (or is not subject to the right of) supervision, direction or control of any person as to the manner in which they provide the Contractor Services. The Contractor further warrants that it shall advise Nursdoc in writing immediately that if a Consultant does work under (or subject to the right of) supervision, direction or control of any person.

5. CONTRACTOR'S OBLIGATIONS

5.1 The Contractor agrees on its own part and on behalf of the Consultant if it accepts any Assignment offered by Nursdoc:

- 5.1.1 To co-operate with the Client's reasonable instructions and accept the direction of any responsible person in the Client's organisation within the scope of the Assignment;
- 5.1.2 To observe any relevant rules and regulations of the Client's establishment or the premises where the Contractor Services are being performed to which attention has been drawn or which the Contractor might reasonably be expected to ascertain; including but not limited to those relating to health and safety to the extent that they are reasonably applicable to the Contractor and the Consultant;
- 5.1.3 To take all reasonable steps to safeguard its own safety, the safety of the Consultant and the safety of any other person who may be affected by the actions of the Consultant whilst on the Assignment;
- 5.1.4 To comply with the Data Protection Laws in respect of any personal data which the Contractor is granted access to for the purpose of or by reason of the performance of the Contractor Services;
- 5.1.5 Not at any time divulge to any person, nor use for its own or any other person's benefit, any Confidential Information relating to the Client's or Nursdoc's employees, business affairs, transactions or finances;
- 5.1.6 Not to engage in any conduct detrimental to the interests of Nursdoc and/or the Client which includes any conduct which could bring Nursdoc and/or the Client into disrepute and/or which results in the loss of custom or business by either Nursdoc or the Client;
- 5.1.7 Not commit any act or omission constituting unlawful discrimination against or harassment of any member of Nursdoc's or the Client's staff;
- 5.1.8 Unless specifically agreed in the Assignment Schedule, not to sub-contract or assign to any third party any of the Contractor Services which it is required to perform under any Assignment;
- 5.1.9 To furnish the Client and/or Nursdoc with any progress reports as may be requested from time to time;
- 5.1.10 To notify Nursdoc forthwith in writing if it should become insolvent, or if any of the arrangements set out in Clauses 9.3.5 to 9.3.7 apply;
- 5.1.11 To give Nursdoc a copy of the terms under which the Contractor has engaged the Consultant;
- 5.1.12 To enter into a self-billing VAR agreement with Nursdoc (where applicable);
- 5.1.13 To comply with all relevant legal obligations, including but not limited to ITEPA, the NICs Legislation, VAT legislation and the Companies Acts and any other statutory obligations;

- 5.1.14 To notify Nursdoc if the Consultant is unable to work as a night worker (as defined under the Working Time Regulations). If the Consultant is able to work as a night worker, Nursdoc will provide the Consultant with a night worker health assessment, free of charge, if the Consultant requests it; and
- 5.1.15 To give Nursdoc on request, any information required to comply with Transparency Regulations
- 5.1.16 At Nursdoc's request, to complete a Key Information Document and will submit complete and accurate information to the Nursdoc by the due date; and
- 5.1.17 To notify Nursdoc in writing immediately if it becomes subject to a HMRC investigation or compliance activity including but not limited to any of ITEPA, the NICs Legislation or VAT legislation;
- 5.1.18 To give Nursdoc all such information it may require to comply with (a) the Reporting Requirements where it is the Specified Intermediary or (b) any contractual obligations Nursdoc has to provide information to the Specified Intermediary (where it is a party other than Nursdoc) to enable the Specified Intermediary to comply with its Reporting Requirements;
- 5.1.19 To update Nursdoc promptly where any of the information required under this Clause 5.1 (or where applicable, Clause 5.8) changes.
- 5.2 As soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at Nursdoc's request, the Contractor undertakes to:
- 5.2.1 Inform Nursdoc of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Consultant has worked in the same or a similar role with the relevant Client via any third party and which the Contractor and/or the Consultant believes count or may count toward the Qualifying Period; and
- 5.2.2 Provide Nursdoc with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by Nursdoc; and
- 5.2.3 Inform Nursdoc if the Consultant has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
- 5.2.3.1 Completed two or more assignments with the Client;
- 5.2.3.2 Completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or
- 5.2.3.3 Worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.

5.3 WHERE THE ASSIGNMENT IS DETERMINED TO BE AN INSIDE IR35 ASSIGNMENT

If the Consultant is unable for any reason to provide the Contractor Services during the course of an Assignment, the Contractor must advise Nursdoc by telephone, at the earliest opportunity and in any event where the assignment has a specific start time, at least 2 hours before the Consultant is due to start work.

- 5.4 If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why it or the Consultant supplied to perform the Contractor Services may not be suitable for an Assignment, the Contractor shall notify Nursdoc without delay.
- 5.5 The Contractor acknowledges that any breach of its obligations set out in this Clause 5 may cause Nursdoc to suffer Loss and that Nursdoc reserves the right to recover such Losses from the Contractor.
- 5.6 In the event of the Contractor or Consultant's failure to comply with the obligations set out in Clauses 5.3 and 5.5, the Assignment may be terminated.
- 5.7 The Contractor will hold Nursdoc harmless against any claims against Nursdoc from a client or third party, or any other losses Nursdoc suffers, arising out of the Contractor's or the Consultant's negligence or wilful misconduct.

5.8 WHERE THE CLIENT IS NOT AN EXEMPT ORGANISATION AND THE ASSIGNMENT IS AN INSIDE IR35 ASSIGNMENT

The Contractor will give the Consultant's Tax and NICs Information to Nursdoc before the Assignment starts. The Contractor acknowledges on the Consultant's behalf that a delay in providing their tax and NICs Information may either delay Nursdoc paying the Net Pay to the Contractor or require Nursdoc to deduct tax using an emergency tax code.

6. OBLIGATIONS OF NURSDOC

- 6.1 Throughout the term of this Agreement Nursdoc will pay the Contractor the Net Pay in accordance with Clause 8 below in respect of the provision of the Contractor Services.
- 6.2 At the same time as an Assignment is offered to the Contractor Nursdoc shall provide the Contractor with an Assignment Schedule setting out the following:
- 6.2.1 The identity of the Client, and if applicable the nature of their business;
- 6.2.2 The date the Assignment is to commence and the duration or likely duration of the Assignment;
- 6.2.3 The type of work and (if relevant) the location where the Contractor would be required to provide the Contractor Services;
- 6.2.4 The rate of pay and any expenses payable by or to the Contractor;
- 6.2.5 Any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks;
- 6.2.6 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;
- 6.2.7 The intervals of payment;
- 6.2.8 **WHERE THE ASSIGNMENT IS AN INSIDE IR35 ASSIGNMENT**
The hours during which the Contractor would be required to provide the Contractor Services; and
- 6.2.9 **WHERE THE ASSIGNMENT IS AN OUTSIDE IR35 ASSIGNMENT**
Any dates by which the Contractor Services (or any element of them) are to be completed.

7. TIMESHEETS/CERTIFICATION OF COMPLETION

- 7.1 Clause 7.2 to 7.11 shall only apply where the Assignment is an Inside IR35 Assignment. Clauses 7.8 to 7.10 shall only apply where the Assignment is an Outside IR35 Assignment.

INSIDE IR35

- 7.2 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Contractor shall deliver to Nursdoc a timesheet duly completed to indicate the number of hours worked by the Consultant during the preceding week (or such lesser period) and signed by an authorised representative of the Client. The Contractor shall follow such procedure for approval of a Timesheet as Nursdoc may require from time to time. Where this is not reasonably possible the Contractor shall, in any event, ensure the Contractor submits Timesheets within thirty (30) days of the end of the period to which the Timesheet relates.
- 7.3 For the avoidance of doubt, where the Assignment is for a Client, that uses an electronic timesheet or booking system, the point of authorisation by the client will be per the electronic system and not per any other form of Timesheet.
- 7.4 If the Contractor is not able to submit a Timesheet within this period, it must inform Nursdoc as soon as reasonably practicable and may only submit Timesheets outside of these time periods with the prior written agreement of Nursdoc.
- 7.5 Subject to Clauses 7.6 and 8.4, Nursdoc shall pay the Contractor for all hours worked regardless of whether Nursdoc has received payment from the Client for those hours. The Contractor will normally receive payment from Nursdoc in respect of a Timesheet(s) approved / signed in accordance with Clause 7.2 above within 30 days of Nursdoc receiving a valid Timesheet(s).

- 7.6 Where the Contractor fails to submit a properly authenticated timesheet Nursdoc shall, in a timely fashion, conduct further investigations into the hours claimed by the Consultant and the reasons, if any, that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Contractor. Nursdoc shall make no payment to the Contractor for hours not worked.
- 7.7 For the avoidance of doubt and for the purposes of the Working Time Regulations, the Consultant's working time shall only consist of those periods during which the Consultant is carrying out the activities or duties 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 Consultant's working time. This Clause 7.7 is subject to any variation set out in the relevant Assignment Schedule or any variation to the relevant Assignment Schedule which Nursdoc may make for the purpose of compliance with the Agency Workers Regulations.

OUTSIDE IR35

- 7.8 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less or is completed before the end of a week) the Contractor shall deliver to Nursdoc details of completion of any element of an Assignment that will trigger payments pursuant to the Assignment Schedule including certification of completion signed by an authorised representative of the Client. The Contractor shall follow such procedure for certification as Nursdoc may require from time to time.
- 7.9 Subject to Clauses 7.10 and 8.4, Nursdoc shall pay the Contractor for elements of the Assignment that have been completed regardless of whether Nursdoc has received payment from the Client. The Contractor will normally receive payment from Nursdoc in respect of an element of work certified in accordance with Clause 7.8 above within 30 days of Nursdoc receiving such certification.
- 7.10 Where the Contractor fails to submit certification of completion of a work element of an Assignment Nursdoc shall, in a timely fashion, conduct further investigations into completion of the work element claimed by the Consultant and the reasons, if any, that the Client has refused to certify completion of such work. This may delay any payment due to the Contractor. Nursdoc shall make no payment to the Contractor for work not completed.

8. CONTRACTOR FEES

- 8.1 Subject to the receipt of the Contractor's timesheet or Client certification of completion of work in accordance with Clause 7 above, and the Contractor's compliance with this Agreement, Nursdoc will pay the Contractor the Contractor Fees in accordance with the payment terms specified in the Assignment Schedule and within 7 working days. The rate of pay upon which the Contractor Fees are determined may differ from Assignment to Assignment. The Contractor will be advised in advance of the rate of pay applicable for each specific Assignment. Where overtime rates are payable the Contractor will be advised of this prior to the Assignment commencing. The rate of pay shall not be less than the Minimum Rate. The payments set out in this Agreement are always subject to Nursdoc's obligations to make any deductions under the Off-Payroll Rules and any other right of set off or deduction in this Agreement.
- 8.2 Subject to Clause 8.12, if the Consultant:
- 8.2.1 Has completed the Qualifying Period on the start date of the relevant Assignment, Nursdoc reserves the right to vary the Contractor Fees if there is any variation in of the Relevant Terms and Conditions; or
- 8.2.2 Completes the Qualifying Period during the relevant Assignment, in order to comply with the equal treatment provisions of the Agency Workers Regulations in relation to the Consultant in respect of pay, Nursdoc reserves the right to vary the Contractor Fees from the day after the date on which the Consultant completes the Qualifying Period and thereafter if there is any variation in of the Relevant Terms and Conditions.

Any such variation will be as set out in a variation to the relevant Assignment Schedule and the Contractor shall ensure that, if at any time Nursdoc varies the Contractor Fees in accordance with this Clause 8.2, the Contractor will, at the same time, make the same variations to the corresponding payments the Contractor makes to the Consultant.

- 8.3 Under the Agency Workers Regulations, on completion of the Qualifying Period the Consultant may be entitled to paid annual leave (save where the Contractor is a Temporary Work Agency and it is agreed in the relevant Assignment Schedule that the Consultant has a permanent contract of employment with the Contractor that satisfies the requirements of Regulation 10 of the Agency Workers Regulations) and/or unpaid annual leave in addition to the Consultant's entitlement to paid annual leave under the Working Time Regulations provided by the Contractor. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how any payment for such entitlement accrues in respect of the relevant Assignment will be as set out in the relevant Assignment Schedule or any variation to the relevant Assignment Schedule and the Contractor will pass this information on to the Consultant and, if the Contractor receives any such payment(s) for leave from Nursdoc, the Contractor will make the same payment(s) to the Consultant.
- 8.4 For the purposes of the Employment Rights Act 1996, sections 13-22 and subject to Regulation 12 of the Conduct Regulations the Contractor agrees that Nursdoc may deduct from the Contractor Fees any sums due from the Contractor to Nursdoc and/or the Client. This includes, without limitation, any overpayments, loans or advances made to the Contractor or Consultant by Nursdoc or any losses suffered by Nursdoc as a result of the Contractor or the Consultant's negligence or breach of either Nursdoc's or the Client's rules.
- 8.5 Subject to Clause 8.12, if the Consultant has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Consultant may be entitled to receive a bonus. The Contractor will, and will procure that the Consultant will, comply with any requirements of Nursdoc and/or the Client relating to the assessment of the Consultant's performance for the purpose of determining whether or not the Consultant is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant criteria, the Consultant is entitled to receive a bonus, Nursdoc will pay the bonus to the Contractor and the Contractor will pay the bonus to the Consultant.
- 8.6 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Contractor shall be fully responsible for and shall indemnify Nursdoc or any group company for and in respect of:
- 8.6.1 All reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Nursdoc or any group company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
- 8.6.2 Any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant (or any other contractor staff) against Nursdoc arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Client.
- 8.7 Nursdoc may at its option satisfy the indemnity in Clause 8.6 (in whole or in part) by way of deduction from payments due to the Contractor.
- 8.8 **WHERE THE ASSIGNMENT IS DETERMINED TO BE AN OUTSIDE IR35 ASSIGNMENT OR THE CLIENT IS AN EXEMPT ORGANISATION**
For the avoidance of doubt, as the Client has determined that the Assignment is an Outside IR35 Assignment, the Contractor shall be responsible for compliance with the Intermediaries Legislation and the NICs Legislation and specifically for the payment of any PAYE income tax and national insurance contributions and any other taxes and deductions payable in respect of the Consultant for the provision of the Contractor Services.
- 8.9 All payments due from Nursdoc will be made to the Contractor and not to any third party or Consultant, any sub-contractor or assignee.
- 8.10 Nursdoc shall not be obliged to pay the Contractor for any periods during which the Contractor Services are not provided, whether this is due to the Contractor being unable to provide the Contractor Services or where the Client does not require the Contractor Services or otherwise in respect of holidays (save as where may be the case in accordance with Clause 8.3), illness or absence of the Consultant.

- 8.11 The Contractor shall bear the cost of any training which the Consultant may require in order to perform the Contractor Services.
- 8.12 Clauses 8.2 and 8.5 will not apply where the Contractor is a Temporary Work Agency and it is agreed in the relevant Assignment Schedule that the Consultant has a permanent contract of employment with the Contractor that satisfies the requirements of Regulation 10 of the Agency Workers Regulations.
- 8.13 Costs and expenses are the responsibility of the Contractor and will not be paid unless agreed in writing with the Client and Nursdoc or requested in writing by the Client in advance. No costs shall be invoiced to Nursdoc until authorised by Nursdoc and the Client. Invoices will not, except in exceptional circumstances, be considered retrospectively. The Contractor shall provide receipts or such other evidence of actual payment of such costs as Nursdoc may require.
- 8.14 The Contractor shall ensure, throughout the term, that neither it nor any of its affiliates or any subcontractors, employees or persons to whom the Contractor make payment in relation to the Contractor Services has in place any arrangement involving the use of any scheme to avoid UK tax by diverting income of a UK resident individual to a non-UK resident company, partnership or trust of the payments made under this Agreement, or on any transaction connected with, or resulting from, this Agreement or the Contractor Services. This Clause shall apply where liability for a UK tax and National Insurance Contributions would exist were the UK resident person to be employed directly by Nursdoc / Client and whether or not the Contractor is based in the UK.
- 8.15 The Contractor shall:
- 8.15.1 Ensure that the Consultants supplied by the Contractor are not in receipt of any remuneration which is not employment related income or if such remuneration is not employment related income it is not received as a consequence of providing any services to the Client;
- 8.15.2 With respect to Consultants working in the UK ensure that it is, and it shall ensure that any intermediaries are, based wholly in the UK and comply with all relevant legislation and regulations;
- 8.15.3 Provide to Nursdoc all the information reasonably required for Nursdoc, in the format requested by Nursdoc, to comply with its reporting obligations to HMRC within seven (7) days of the written request or on such time-scale as may be agreed;
- 8.15.4 On at least seven (7) days written notice provide Nursdoc or its representatives, with full access to the records (whether paper or electronic) with respect to this Agreement including payment records relating to the Consultants, in order that Nursdoc can audit the Contractor's compliance with this Clause and its obligations with respect to HMRC (and, where it is not an Inside IR35 Assignment, including in particular but without limitation obligations under ITEPA and the NICs legislation).
- 9.3.2 The Contractor has committed any breach of any of its obligations under this Agreement; or
- 9.3.3 The Client reasonably believes that the Contractor has not observed any condition of confidentiality from time to time; or
- 9.3.4 The Client is dissatisfied with the Contractor's provision of the Contractor Services and has terminated the Assignment; or
- 9.3.5 Either the Client or the Contractor is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
- 9.3.6 An administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client or the Contractor; or
- 9.3.7 An order is made for the winding up of the Client or the Contractor, or where the Client or the Contractor passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
- 9.3.8 The Contractor or the Consultant is suspected of any fraud, dishonesty or serious misconduct; or
- 9.3.9 The Contractor is at any time in breach of Clause 8.14 and/or Clause 8.15; or
- 9.3.10 Nursdoc has good reason to believe that the Contractor is, or will, in future, be in breach of Clause 8.14 and/or Clause 8.15; or
- 9.3.11 Any competent authority (including, without limitation, Her Majesty's Revenue and Customs) instigates any investigation or brings any charges against the Contractor in relation to the use of a scheme of the type identified in Clause 8.14 and/or Clause 8.15; or
- 9.3.12 The Contractor is unable to perform the Contractor Services for 2 days or more.
- 9.4 The Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between Nursdoc and the Client. In the event that the contract between Nursdoc and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.
- 9.5 The Contractor may only terminate this Agreement if:
- 9.5.1 Nursdoc is in default of any agreed payments under the Agreement and fails to remedy that default within 14 days of receiving a written demand from the Contractor; or
- 9.5.2 The Client fails to accord the Contractor reasonable access to premises, equipment, personnel or other information required for the Contractor to provide the Services;
- 9.5.3 And then, in the case of Clause 9.5.1 or 9.5.2 above, only by giving Nursdoc four weeks' notice in writing or such other period as Nursdoc shall be obliged to provide the Client, if longer; or
- 9.5.4 By agreement with Nursdoc and the Client on such period of notice as Nursdoc and the Client shall reasonably require which shall be consistent with any periods of notice agreed between the Client and Nursdoc from time to time.
- 9.6 Failure by the Contractor to give notice of termination as required in the Assignment Schedule shall constitute a breach of contract and shall entitle Nursdoc to claim damages from the Contractor for any resulting Losses suffered by Nursdoc.

9. TERM AND TERMINATION

- 9.1 Unless explicitly changed in the Assignment Schedule, Nursdoc or the Client may terminate an Assignment immediately for any reason by giving notice to the Contractor without liability or cost. Such notice of termination may be given either verbally (which may include telephone), in writing (which may include text message), or by email. Any verbal notice shall be followed up by written notice within a reasonable time, where requested by the other party.
- 9.2 To terminate an Assignment, the Contractor must give Nursdoc the correct period of notice as stated in the Assignment Schedule. If no notice provision is specified in the Assignment Schedule, the Contractor may terminate an Assignment immediately for any reason by giving Nursdoc written notice.
- 9.3 Notwithstanding Clauses 9.1 and 9.2 of this Agreement, where required by the Client, Nursdoc may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:
- 9.3.1 The Contractor has acted in breach of the rules and regulations applicable to third parties providing services to the Client or to the Client's own staff; or
- 9.7 **WHERE IT HAS BEEN DETERMINED THAT THE CLIENT IS NOT AN EXEMPT ORGANISATION AND THE ASSIGNMENT IS AN INSIDE IR35 ASSIGNMENT**
Notwithstanding Clauses 9.1 and 9.2 of this Agreement, where required by the Client, Nursdoc may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:
- 9.7.1 The Contractor does not give Nursdoc the Consultant's Tax and NICs Information;
- 9.7.2 The Client does not give a valid Status Determination Statement or does not respond to a request for further information about the Status Determination Statement from either Nursdoc or the Contractor;

- 9.7.3 The Client provides or seeks to provide a Status Determination Statement which incorrectly states that the Assignment is an Inside IR35 assignment;
- 9.7.4 The Client becomes an Exempt Organisation;
- 9.7.5 The circumstances of the Assignment change so that the Assignment ceases to be an Inside IR35 Assignment and becomes an Outside IR35 Assignment; or
- 9.7.6 Nursdoc knows or suspects that the Consultant no longer meets the Conditions of Liability.

9.8 WHERE IT HAS BEEN DETERMINED THAT THE CLIENT IS AN OUTSIDE IR35 ASSIGNMENT

Notwithstanding Clauses 9.1 and 9.2 of this Agreement, where required by the Client, Nursdoc may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:

- 9.8.1 The Client does not give a valid Status Determination Statement or does not respond to a request for further information about the Status Determination Statement from either Nursdoc or the Contractor;
- 9.8.2 The Client provides or seeks to provide a Status Determination Statement which incorrectly states that the Assignment is an Outside IR35 assignment;
- 9.8.3 **(ONLY WHERE THE CLIENT HAD PREVIOUSLY BEEN DETERMINED TO BE AN EXEMPT ORGANISATION)**
The Client becomes an Exempt Organisation;
- 9.8.4 The circumstances of the Assignment change so that the Assignment ceases to be an Outside IR35 Assignment and becomes an Inside IR35 Assignment;
- 9.8.5 Nursdoc knows or suspects that the Consultant no longer meets the Conditions of Liability;
- 9.8.6 Nursdoc knows or suspects that the Contractor or the Consultant work under (or subject to the right of) supervision, direction or control of any person as to the manner in which they provide the Contractor Services, in breach of this Agreement and either of the Client or the Contractor fails to provide accurate and sufficient evidence that neither the Contractor nor the Consultant work under (or subject to the right of) supervision, direction or control of any person as to the manner in which they provide the Contractor Services; or
- 9.8.7 Nursdoc suspects or has notice that the Contractor has not complied with any of the requirements of the Intermediaries Legislation, the NICs Legislation or VAT requirements.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Contractor Services carried out by the Contractor and the Consultant for the Client during the Assignment shall belong to the Client. Accordingly the Contractor shall (and shall procure that the Consultant shall) execute all such documents and do all such acts as Nursdoc shall from time to time require in order to give effect to its rights pursuant to this Clause.
- 10.2 The Contractor shall at the Client's request provide to the Client the originals of all IPR or software code, reports, manuals, plans, drawings, specifications or other documents or material referred to in Clause 8.1, and in any event shall provide such originals on the completion or earlier termination of the Contractor Services. The Contractor shall make no use of such documents or material other than for the purpose of providing the Contractor Services.

11. CONFIDENTIALITY

- 11.1 In order to protect the confidentiality and trade secrets of any Client and Nursdoc and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of the Consultant as follows:
 - 11.1.1 Not at any time whether during or after an Assignment (unless expressly so authorised by the Client or Nursdoc as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or Nursdoc with the exception of information already in the public domain;
 - 11.1.2 To deliver up to the Client or Nursdoc (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which

are in its possession including documents and other materials created by it or the Consultant during the course of the Assignment; and

- 11.1.3 Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or Nursdoc as appropriate.

11.2 The provisions of this Clause shall not apply to:

- 11.2.1 Any information in the public domain otherwise than by breach by the Contractor or the Consultant of this Agreement; or
- 11.2.2 Information obtained from a third party who is legally entitled to divulge the same.

11.3 Nursdoc may require Consultants to enter into an agreement relating specifically to aspects of confidentiality at the request of a Client on such terms as a Client may require from time to time.

11.4 The provisions of this Clause 11 shall survive termination or expiry of this Agreement.

12. LIABILITY AND INDEMNITY

12.1 The Contractor shall indemnify and hold harmless Nursdoc against any costs or losses or damages arising as a result of any death, personal injury or fraud arising out of or as a consequence of the Contractor's or the Consultant's negligence in carrying out the Contractor Services.

12.2 The Contractor shall indemnify and hold harmless Nursdoc and any of its Affiliates or Client on an ongoing basis against any costs or losses arising from the Contractor's breach of Clause 8.14 and/or Clause 8.15, or incurred by Nursdoc by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HM Revenue and Customs and any successor, equivalent or related body pursuant to the IR35 Legislation, ITEPA or the NICs Legislation and/or any supporting or consequential secondary legislation relating thereto).

12.3 The Contractor shall fully indemnify Nursdoc against all Losses arising out of any breach by the Contractor and/or the Consultant of this Agreement, or from the performance or non-performance by the Contractor and/or the Consultant of the Contractor's obligations hereunder, or from any negligent or unlawful act or omission of the Contractor or Consultant.

12.4 The Contractor will be liable for any Losses or injury to any party resulting from the deliberate and/or negligent acts or omissions of the Contractor or Consultant during an Assignment;

12.5 Notwithstanding anything else in this Agreement, the liability of Nursdoc to the Contractor in connection with this Agreement flowing from one event or a series of connected events, whether arising under contract or by way of indemnity, negligence or otherwise, shall be limited to payment of the fees paid or payable in the calendar year in which the event giving rise to the breach of this Agreement occurred.

12.6 Neither party shall be liable to the other for any indirect or consequential loss, loss of profit, business or anticipated savings.

12.7 For the avoidance of doubt, Nursdoc will not be liable to the Contractor or the Consultant for any Losses they may incur as a result of the Client's Status Determination Statement (or replacement Status Determination Statement, if applicable).

13. INSURANCE

13.1 The Contractor warrants that at the commencement of this Agreement (or by no later than the commencement of any Assignment) it has in effect and shall maintain in force at least £1,000,000 professional indemnity insurance and £5,000,000 public liability insurance together with, if applicable, £10,000,000 employer's liability insurance during the term of this Agreement and for at least one year thereafter or such other limits as shall be agreed in writing with Nursdoc.

13.2 The Contractor shall give Nursdoc a copy of the Limited Company Certificate of Incorporation, copies of any work permits for those Consultants requiring them, evidence of the

existence of the Contractor's Employers Liability insurance and a copy certificate of the Contractor's Professional Indemnity Insurance and Public Liability Insurance with a reputable insurer.

14. DATA PROTECTION

- 14.1 The Contractor warrants that in relation to this Agreement it shall comply strictly with all provisions applicable to it under the Data Protection Laws and shall not do or permit to be done anything which might cause Nursdoc or the Client to breach any Data Protection Laws.
- 14.2 The Contractor acknowledges and agrees, undertakes that the Consultant(s) has/have acknowledged and agreed, that it is in Nursdoc's legitimate interest, and it is necessary for the performance of its obligations under this Agreement, to hold Consultants' personal data and for Nursdoc to use such personal data in the course of its activities as an employment business. Such processing will principally be for personnel, administrative and payroll purposes. The Contractor understands that Nursdoc may disclose any of a Consultants' personal data to third parties which is required by law or if it deems that to do so is necessary for the appropriate conduct of Nursdoc's business or that of any group company.
- 14.3 Nursdoc will only process a Consultant's personal data in accordance with its privacy policy, available at www.nursdoc.co.uk/privacy-notice
- 14.4 The Contractor acknowledges that it is in Nursdoc's legitimate interests to disclose the Consultant's and the Contractor's personal data and assignment information for the purpose of a client audit or client request.

15. CRIMINAL RECORDS & OTHER CHECKS

- 15.1 The Contractor confirms that no Consultant has been convicted of a criminal offence (except convictions under the Rehabilitation of Offenders Act 1974, as amended) and that its Consultants will provide Nursdoc and/or the Client with their consent to acquire a criminal records check should either Nursdoc or the Client require such a check at any time and/or throughout an Assignment. The Contractor warrants that the Consultants it will provide Nursdoc and/or the Client with such other checks as either Nursdoc and/or a Client may require from time to time.
- 15.2 Should a Consultant be convicted of a criminal offence or be arrested on suspicion of or accused or charged of any criminal offence after commencing an Assignment the Contractor must immediately supply Nursdoc with full details, or procure that the Consultant does so.

16. RIGHT TO WORK WITHIN THE UK

- 16.1 The Contractor warrants that each Consultant is legally permitted to work in the United Kingdom. Should Nursdoc discover that a Consultant does not have the valid permission to work and live in the United Kingdom, or if permission has been revoked, Nursdoc will be entitled to terminate any Assignment and this Agreement with immediate effect without giving the Contractor (or Consultant) any notice (or payment in lieu of notice). In these circumstances Nursdoc will be entitled to terminate without giving the Contractor any warning.
- 16.2 Nursdoc has a clear obligation under the Asylum and Immigration Act 1996 to authenticate a Consultant's eligibility to work within the United Kingdom. The Contractor will procure that each Consultants provide Nursdoc with all relevant documentation as and when requested.
- 16.3 Where a Consultant's profession and/or Assignment requires additional checks to be made; for example a Disclosure and Barring Service (DBS) check, the Contractor shall supply evidence of these reports/checks to either Nursdoc and/or the Client as appropriate for retention purposes.
- 16.4 For the avoidance of doubt the Client may refuse an Assignment or remove a Consultant from its workplace until satisfactory documentary evidence of the requirement of this Clause 16 has been supplied and authenticated.

17. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

18. NOTICES

- 18.1 Any notice required to be given under the Agreement shall be given either:
- 18.1.1 By first class post sent to the party to whom it is addressed at its last known principal place of business, in which case it shall be deemed to be served two working days after it was posted; or
- 18.1.2 By email. In the case of an email to Nursdoc, the email shall be to an official Company email address; and in the case of an email to the Contractor, the email shall be to an address the Contractor has used in the process of setting up and negotiating this Agreement. Emails shall be deemed to have been served within an hour of sending unless the sender has received an electronic message suggesting that the email could not be delivered within 24 hours of sending, or
- 18.1.3 In person, in which case notice is deemed to be served immediately.

19. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales.

20. INDUSTRY SPECIFIC REQUIREMENTS

- 20.1 The contractor will procure that:
- 20.1.1 If the Consultant is a surgeon, physician, doctor, dentist, nurse or midwife, they belong to and subscribe to the Medical Defence Union or Medical Protection Society or other equivalent organisation (in the case of a surgeon, physician, doctor or dentist) or the Royal College of Midwives or other equivalent organisation (in the case of midwives) or the Royal College of Nursing or other equivalent organisation (in the case of nurses); or
- 20.1.2 The Consultant is covered by the Clinical Negligence Scheme for NHS Trusts or other similar insurance scheme to cover your liabilities which arise under or in connection with this Contract.

In the event that either the Contractor or Consultant does not have such cover the Contractor must inform Nursdoc immediately and failure to do so, the Contractor shall be responsible for and shall indemnify Nursdoc for any loss, liabilities, costs (including legal costs), damages or expenses that we may incur arising directly or indirectly from that failure.

- 20.2 In addition to the obligations under clause 4.3, the Contractor shall, when requested, provide the name and contact details of two referees who are willing to provide references which may be shared with Clients in respect of the Consultant. The Contractor warrants that the referees provided are not connected or relatives of the Consultant and are willing for their references to be provided to Clients.
- 20.3 Further to clause 6.2, the type of work will be that of healthcare professional.

SIGNED FOR AND ON BEHALF OF:

SIGNED:	
NAME:	
DATE:	