

Terms and Conditions

Agreed terms

1. Interpretation

1.1 The following definitions apply to this Agreement:

Agreement: the agreement for the supply of Temporary Workers to the client comprising these Terms and Conditions and the Contract Details.

Assignment: the period during which a Temporary Worker performs services or carries out work for or on behalf of the Client, beginning when the Temporary Worker first reports to the Client to take up duties (or, if earlier, the commencement of such work or services by the Temporary Worker) and ending on the cessation by the Temporary Worker of all such work or services.

AWR 2010: the Agency Workers Regulations 2010 (*SI 2010/93*).

Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

Commencement Date: shall have the meaning set out in the Contract Details.

Conduct Regulations 2003: the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (*SI 2003/3319*).

Engage: the employment or engagement including any fixed-term contract engagement (if applicable), hire or other use, directly or indirectly, and whether under a contract of service or contract for services, and whether on a temporary or permanent basis, and through any employment business other than through Alert Health 24 Ltd (whether for a definite or indefinite period), of a Temporary Worker by or on behalf of the Client, and the terms **Engaged** or **Engagement** shall be construed accordingly.

Extended Assignment: shall have the meaning set out in clause 4.4.

Introduce: the provision to the Client by Alert Health 24 Ltd of a curriculum vitae or any other details, whether written or oral, of a Temporary Worker, whether or not the Client had knowledge of that Temporary Worker before the Introduction and **Introduction** and **Introduced** shall be construed accordingly.

Introduction Fee: shall have the meaning set out in clause 4.2.

Relevant Period: shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2003.

Scale of Charges: the relevant rates of fees in respect of Temporary Workers as set out in the Contract Details.

Service Fees: the fees payable by the Client to Alert Health 24 Ltd in respect of the Temporary Workers, calculated by reference to the Scale of Charges and in accordance with clause 6.

Terms and Conditions: these terms and conditions as amended from time to time in accordance with clause 14.

Temporary Worker: one or more Worker Introduced and supplied by Alert Health 24 Ltd to the Client with a view of that Worker carrying out work for the Client. The Worker is deemed to be an agency worker for the purposes of Regulation 3 of the AWR 2010.

Unsatisfactory Temporary Worker: has the meaning set out in clause 5.2.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

Worker: a nurse or a care worker employed by Alert Health 24 Ltd.

1.2 The following rules of interpretation apply to this Agreement:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.2.2 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.2.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.

1.2.4 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.2.5 References to clauses are to the clauses of these Terms and Conditions.

1.2.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Alert Health 24 Ltd.'s obligations

2.1 These Terms and Conditions govern the terms of the Agreement between Alert Health 24 Ltd and the Client for the supply of Temporary Workers by Alert Health 24 Ltd to the Client. For the purposes of the Conduct Regulations 2003, Alert Health 24 Ltd acts as an employment business in relation to the introduction and supply of Temporary Workers pursuant to this Agreement.

2.2 The Client will be deemed to have accepted and agreed to these Terms and Conditions which will prevail over any other terms put forward by the Client, when any of the following events occur:

- (a) the Client requests Alert Health 24 Ltd to supply a Temporary Worker for any Assignment;

- (b) Alert Health 24 Ltd introduces or supplies a Temporary Worker to the Client; or

- (c) a Temporary Worker begins an Assignment for the Client.

2.2 Alert Health 24 Ltd will perform the services using reasonable skill and care and will endeavour to ensure that all members of staff involved in the provision of the services are suitably trained, sufficiently skilled, experienced and competent.

2.3 When supplying a Temporary Worker to a Client, Alert Health 24 Ltd will inform the Client, so far as enabled to do so by the information provided by the Temporary Worker to Alert Health 24 Ltd:

- (a) the identity of the Temporary Worker;

- (b) the Temporary Worker's experience, training, qualifications and authorisations required by law or a professional body to work on the Assignment; and

- (c) that the Temporary Worker is willing to work on the Assignment.

3. Client's obligations

3.1 When requesting Alert Health 24 Ltd to supply a Temporary Worker under an Assignment, the Client will:

- (a) specify its exact requirements by providing full details of the work for which the Temporary Worker is required and, in particular, give Alert Health 24 Ltd details of:

- (i) the date on which the Client requires the Temporary Worker to commence work and the duration, or likely duration, of the work;

- (ii) the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the location at which, and the hours during which, the Temporary Worker would be required to work, and any risk to

health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

(iii) the experience, training, qualifications and any authorisation which the Client considers are necessary, scale or which are required by law, or by any professional body, for the Temporary Worker to possess in order to work in the position and any special skills required for such work;

(d) any expenses payable by or to the Worker;

(e) before the start of each Assignment confirm to Alert Health 24 Ltd, in writing, the relevant terms and conditions (as defined under Regulation 6 of the AWR), of any employees or workers working for the Client and engaged in the same or broadly similar work as for the Assignment in which the Temporary Worker is required, and, the Client will provide any information reasonably required by Alert Health 24 Ltd in order for Alert Health 24 Ltd to fulfil its obligations under the AWR 2010;

(f) not allow any Temporary Worker to undertake any work other than that which has been notified to Alert Health 24 Ltd by the Client in placing the order for that Temporary Worker in accordance with clause 3.1(a);

(g) comply with its obligations under the AWR and do nothing to cause Alert Health 24 Ltd to be in breach of its obligations under the AWR;

(h) comply with its obligations under the Conduct Regulations 2003 and do nothing to cause Alert Health 24 Ltd to be in breach of its obligations under the Conduct Regulations 2003; and

(i) comply in all respects with all statutes, byelaws and other legal requirements and codes of practice to which the Client is ordinarily subject in respect of its own staff, including the Working Time Regulations 1998 and the Health and Safety at Work Act 1974.

3.2 When requesting Alert Health 24 Ltd to supply a Temporary Worker under an Assignment, the Client agrees that it shall be responsible for:

(a) providing a safe working environment and safe and appropriate equipment for the tasks to be completed by the Temporary Worker;

(b) ensuring that the Temporary Worker is not subject to discrimination by the Client's employees, service users or any other third party during the course of an Assignment;

(c) verifying at the beginning of the Assignment that the Temporary Worker is suitable for the purposes for which he is required and that he has the capability to carry out the duties required; and

(d) all acts, errors and omissions, whether wilful, negligent or otherwise of the Temporary Worker in respect of an Assignment.

3.3 The Client undertakes not to require a Temporary Worker to perform the duties normally performed by a Temporary Worker who is taking part in official industrial action.

3.4 Where the services require residence of a Temporary Worker at the Client's premises, the Client shall provide adequate accommodation for rest or sleep and meals for the Temporary Worker.

3.5 The Client shall ensure that the Temporary Worker is able to take the same refreshment breaks, meals and facilities as the Client's own staff (which shall in any event comply with requirements under applicable law).

3.6 Any costs associated with refreshment breaks (which must be provided in accordance with applicable law), meals or any benefits in kind in accordance with clauses 3.4 and 3.5 are not deductible from the Service Fees, unless otherwise agreed in writing by the parties.

3.7 Unless specific signatories of time sheets are notified to Alert Health 24 Ltd, in advance in writing, the person signing the time sheets on the Client's behalf shall be deemed duly authorised to do so. The Client undertakes to check the time sheet before the Client signs it and in the event that any lunch breaks or

bank holidays are signed for, the Service Fees in respect of this must be paid.

3.8 The Client's signature of the time sheet will be confirmation of the number of hours worked. If the Client does not sign the time sheet because it disputes the number of hours claimed, the Client will inform Alert Health 24 Ltd as soon as reasonably practicable and will co-operate fully and promptly with Alert Health 24 Ltd to establish what hours, if any, were worked by the Temporary Worker. Any failure by the Client to sign the time sheet will not absolve the Client's obligation to pay the Service Fees in respect of the hours worked by the Temporary Worker.

3.9 The Client will not be entitled to decline to sign a time sheet on the grounds that it is dissatisfied with the Temporary Worker's work. Where the Client is dissatisfied with the work, the Client agrees it will not absolve the Client's obligation to pay the Service Fees in respect of the hours worked by the Temporary Worker.

4. Engagement of a Temporary Worker

4.1 Alert Health 24 Ltd.'s most valuable asset is its bank of Workers. Alert Health 24 Ltd invests heavily in the recruitment, investigation and approval, training and development of all of its Workers. As such it is necessary for Alert Health 24 Ltd to protect its investment.

4.2 If, within 6 months following the Introduction of a Temporary Worker by Alert Health 24 Ltd to the Client, in circumstances where the Temporary Worker has not then been supplied by Alert Health 24 Ltd to the Client, the Client Engages the Temporary Worker, the Client will pay Alert Health 24 Ltd an introduction fee of £7,500 (where the Temporary Worker is a nurse) or £3,500 (where the Temporary Worker is a care worker) (the "**Introduction Fee**").

4.3 If, following the supply of a Temporary Worker by Alert Health 24 Ltd to the Client, the Client Engages the Temporary Worker within the Relevant Period, the Client will pay Alert Health 24 Ltd a transfer fee of £7,500 (where the Temporary Worker is a nurse) or

£3,500 (where the Temporary Worker is a care worker) (the "**Transfer Fee**").

4.4 Introduction Fees and/or Transfer Fees will not be payable if the Client gives written notice to Alert Health 24 Ltd that it intends to hire (or continue to hire) the Temporary Worker on a full time basis (i.e. 37.5 hours per week) for a period (or further period) of three months (i.e. 487.5 hours) ("**Extended Assignment**") before it Engages the Temporary Worker and the Client does in fact hire the Temporary Worker for that Extended Assignment. The Service Fees payable by the Client during the Extended Assignment will be calculated at the applicable rate.

4.5 If, within 6 months following the Introduction of a Temporary Worker by Alert Health 24 Ltd to the Client, in circumstances where the Temporary Worker has not then been supplied by Alert Health 24 Ltd to the Client, the Client introduces the Temporary Worker to a third party who then Engages the Temporary Worker, the Client will pay Alert Health 24 Ltd a referral fee of £7,500 (where the Temporary Worker is a nurse) or £3,500 (where the Temporary Worker is a care worker).

4.6 If, following the supply of a Temporary Worker by Alert Health 24 Ltd to the Client, the Client introduces the Temporary Worker to a third party who then Engages the Temporary Worker within the Relevant Period, the Client will pay Alert Health 24 Ltd a referral fee of £7,500 (where the Temporary Worker is a nurse) or £3,500 (where the Temporary Worker is a care worker).

5. Temporary workers

5.1 The Client will review the information provided by Alert Health 24 Ltd in accordance with clause 2.3 and if (acting reasonably and in a non-discriminatory fashion) the Client is not satisfied with the proposed Temporary Worker, the Client shall notify Alert Health 24 Ltd prior to the Temporary Worker arriving at the Client's premises to perform the services so that Alert Health 24 Ltd can find a suitable alternative Temporary Worker.

5.2 If (acting reasonably and in a non-discriminatory fashion) either party believes that a Temporary Worker is unsuitable to perform the relevant Assignment once the Temporary Worker has arrived at the Client's premises and/or the provision of services by the Temporary Worker has commenced (an "**Unsatisfactory Temporary Worker**"), then such party shall notify the other party in writing, giving the grounds for its dissatisfaction.

5.3 Upon notification by either party in accordance with clause 5.2, Alert Health 24 Ltd will use reasonable endeavours to replace the Unsatisfactory Temporary Worker with another Temporary Worker as soon as is reasonably practicable. If Alert Health 24 Ltd is unable to replace the Unsatisfactory Temporary Worker within 48 hours, the Client may terminate the Assignment immediately on notifying Alert Health 24 Ltd in writing. The Client shall remain liable for payment of Service Fees due and payable for services already performed if the circumstances in clauses 5.2 and 5.3 arise.

5.4 The Client will notify Alert Health 24 Ltd immediately if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.

5.5 If a Temporary Worker is absent for any reason during an Assignment, Alert Health 24 Ltd will use its reasonable endeavours to provide another suitably qualified Temporary Worker to cover the absence. Alert Health 24 Ltd will notify the Client if no suitable replacement is available and shall have no liability to the Client in respect of the absence.

5.6 In order to terminate an Assignment at any time, the Client shall provide Alert Health 24 Ltd with at least 24 hours' notice in writing. The Client shall remain liable for payment of Service Fees due and payable for services already performed by the Temporary Worker.

5.7 If, at any time, the Client provides less than 24 hours' written notice to terminate an Assignment, the Client shall be liable to pay Alert Health 24 Ltd the full amount of any Service Fees which would have become due in respect of any Assignment which is terminated by the Client.

5.8 If, for any confirmed Assignment, the Temporary Worker arrives at the premises but is not required by the Client for any reason, the Client will be liable to pay the full amount of any Service Fees which would have become due in respect of the confirmed Assignment.

6. Fees and VAT

6.1 The Client will pay Alert Health 24 Ltd the Service Fees in respect of Temporary Workers.

6.2 The Service Fees will:

- (a) be calculated according to the amount of time worked by the Temporary Worker (rounded up to the nearest 15 minutes); and
- (b) comprise the entire charge in respect of the Temporary Worker and shall be exclusive of VAT (if applicable);

6.3 Alert Health 24 Ltd shall be entitled, at its sole discretion, to review and increase or decrease the fees set out in the Scale of Charges periodically (and in any event every 6 months in respect of qualified nurses and every 12 months in respect of care workers). Alert Health 24 Ltd shall give the Client written notice of any changes to the Scale of Charges four weeks before they will take effect.

6.4 Unless otherwise agreed by the parties in writing, the Client shall reimburse Alert Health 24 Ltd, in addition to the Fees, the cost of hotel, subsistence, travelling and any other ancillary expenses ("**Expenses**") reasonably and properly incurred by the Temporary Worker in the provision of the Services.

6.5 Alert Health 24 Ltd will submit its invoice, via email or post (as agreed between the parties), to the Client in respect of the Fees and any Expenses weekly in arrears.

6.6 The Client shall pay each invoice submitted to it by Alert Health 24 Ltd, in cleared funds, within 28 days of receipt, by BACS to a bank account nominated in writing by Alert Health 24 Ltd or by cheque.

6.7 If the Client fails to make any payment due to Alert Health 24 Ltd under these Terms and Conditions by the

due date for payment, then Alert Health will be entitled:

(a) to charge interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

(b) to demand payment of the whole of the balance invoiced, which will become immediately due and payable, and the Agency will be entitled to commence credit control action and/or refer the entire account to external legal representatives.

6.8 The Client shall not be entitled to withhold payment of any amount payable under this Agreement by reason of any dispute or claim by the Client. Further the Client shall not be entitled to set off against any payment due to Alert Health 24 Ltd under this Agreement for any invoice for any reason.

7. Term

7.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 8, until either party gives to the other party 30 days' written notice to terminate the Agreement.

8. Default and early termination

8.1 Without prejudice to any other rights or remedies available to it, Alert Health 24 Ltd may, without any liability, withdraw Temporary Workers in circumstances, which, in Alert Health 24 Ltd.'s reasonable opinion, make the completion of an Assignment untenable. Such circumstances would include (without limitation) failure by the Client to provide safe and appropriate equipment and a safe environment in accordance with clause 3.2, failure to pay an invoice in accordance with clause 8.3(a) or 3 occurrences of late payment of an invoice within a calendar year.

8.2 If the Client breaches any of these Terms and Conditions, Alert Health 24 Ltd reserves the right to

withdraw, without notice, any Temporary Worker supplied without incurring any liability to the Client.

8.3 Without affecting any other right or remedy available to it, Alert Health 24 Ltd may terminate this Agreement with immediate effect by giving written notice to Client if the Client:

(a) fails to pay any amount due under this Agreement on the due date and remains in default no less than 14 days after being notified in writing to make such payment;

(b) commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;

(c) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(d) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business or if the Client's financial position deteriorates to such an extent that in Alert Health 24's opinion the Client's capability to adequately fulfil its obligations under this Contract has been placed in jeopardy.

9. Effect of early termination

9.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

9.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any

breach of the Agreement which existed at or before the date of termination.

10. Liability and insurance

10.1 The Client shall at all times comply with its obligations under the AWR 2010, including but not limited to providing any Temporary Workers with access to collective facilities and amenities and employment opportunities subject to and in accordance with regulation 12 and 13 of the AWR 2010.

10.2 In the event that either party receives an allegation by any Temporary Worker that there has been a breach of the AWR 2010 in relation to the supply of that person to the Client by Alert Health 24 Ltd (whether that allegation has been made as a request for information under regulation 16 of the AWR 2010 or otherwise), it shall provide a copy of that allegation to the other party within seven days of receipt. The parties shall co-operate with each other in relation to responding to that allegation, which shall include supplying any information which may be reasonably requested by the other party, and complying with any reasonable requests in relation to the contents of any response.

10.3 The Client will maintain in force, with a reputable insurance company, and shall procure that the Temporary Worker benefits from, adequate insurance cover for any loss, injury or damage caused by or to the Temporary Worker during the course of an Assignment, including (without limitation) employers' liability insurance in an amount not less than £10 million in respect of any one claim and public liability insurance (including malpractice cover for treatment risks, error and omissions) in an amount not less than £5 million in respect of any one claim.

10.4 Alert Health 24 Ltd will maintain employers' liability insurance and public liability insurance for the duration of this Agreement.

10.5 The Client shall be responsible for insuring to full replacement value all personal furniture and belongings of individuals in their care and accepts that Alert Health 24 Ltd shall not be responsible or have any

liability for any loss of or damage to such individuals' personal items (including but not limited to cash, credit cards, cheques, certificates, documents or personal effects such as jewellery) unless the Client can demonstrate to Alert Health 24 Ltd.'s satisfaction (acting reasonably), that the Temporary Worker has been negligent or fraudulent in respect of those individuals' belongings.

10.6 Subject to clause 10.9, due to the nature of the service offered by Alert Health 24 Ltd to the Client, Alert Health 24 Ltd shall have no liability to the Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss, expenses, damage or delay arising from any failure to provide a Temporary Worker for all or part of an Assignment.

10.7 Subject to clause 10.9, Alert Health 24 Ltd shall have no liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Agreement.

10.8 Subject to clause 10.9, Alert Health 24's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the total of the Service Fees paid under this Agreement.

10.9 Nothing in this Agreement shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

10.10 The provisions of this clause 10 shall survive termination of this Agreement.

11. Confidentiality

11.1 All Introductions are confidential. All work undertaken by Alert Health 24 Ltd for the Client in

respect of the Introduction of a Temporary Worker to the Client will be for the private and confidential use of the Client only and should not be reproduced in whole or in part or relied upon by third parties for any use whatsoever, without the express written authority of Alert Health 24 Ltd .

11.2 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3.

11.3 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

12. Warranty

12.1 Each party warrants that it has full capacity and authority to enter into and perform this Agreement.

13. Non-solicitation

13.1 Subject to clause 4, the Client agrees that it will not, either on its own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from, the end of the term of this Agreement, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any key executive of Alert Health 24 Ltd who has worked on the services

provided under this Agreement at any time during the term of this Agreement.

14. Variation

14.1 Subject to clause 6.3, no variation of this Agreement shall be effective unless it is in writing and signed by the parties.

15. Assignment and other dealings

15.1 Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

16. Waiver

16.1 No failure or delay by Alert Health 24 Ltd in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

17. No partnership or agency

17.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18. Entire agreement

18.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

18.3 Nothing in this clause 18 shall limit or exclude any liability for fraud.

19. Third party rights

19.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

20. Notices

20.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

20.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

20.3 This clause 20 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

21. Disputes

21.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in this Agreement, the parties shall follow the procedure set out in accordance with Alert Health 24 Ltd.'s written Complaints Procedure that shall be

available upon request and in accordance with this clause:

(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars and the parties attempt in good faith to resolve the Dispute within 28 Business Days, or such other period which may be agreed between the parties;

(b) where such dispute cannot be resolved, the parties will attempt, acting in good faith, to settle it by mediation under the auspices of the ADR Group. Unless otherwise agreed by the parties within 14 days, the mediator shall be appointed by the President of the Law Society of England and Wales; and

(c) the parties shall agree upon the conduct of the mediation and in default of agreement, the mediator (if he has been appointed) shall consult with the parties and determine the issue.

21.2 If the dispute is not resolved in accordance with clause 21.1 within 60 days of referral for mediation, either party may refer the dispute to the English Courts for determination.

21.3 Nothing in clause 21.1 shall restrict Alert Health 24 Ltd from pursuing its outstanding invoices through the English Courts or from seeking injunctive relief.

22. Governing law

22.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

23. Jurisdiction

23.1 Subject to clause 21, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

24. Force majeure

24.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement, including payment, if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this Agreement by giving 14 days' written notice to the affected party.

25. Severance

25.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 25 shall not affect the validity and enforceability of the rest of this Agreement.

25.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Agreement for the Supply of Temporary Workers

Contract for Services between:

(1)	Client name:	
	Company number:	
	Registered office address:	
	(the ' Client ')	
(2)	Supplier Name:	Alert Health 24 Limited
	Company number:	09348521
	Registered office address:	Pure Offices Pastures Avenue, St. Georges, Weston-Super-Mare, England, BS22 7SB
	(the ' Supplier ')	

The Agreement:

1. The Supplier will provide the Services to the Client in accordance with and under the terms of this agreement (the 'Agreement') which comprises of:
 - 1.1 this Contract Details; and
 - 1.2 Terms and Conditions
 and in the event of a conflict or ambiguity between the terms of the documents, the terms shall have precedence in numerical order in this clause 1.

Contract details:

2. The contract details are as follows:

The Commencement Date of the Agreement	
The Client's representative	Name: Title: Email address: Telephone number:
The Supplier's representative	Name: Title: Email address: Telephone number:
Name and address of the Establishment where the services will be delivered	
Invoicing Details	Accounts Contact Name: Accounts Contact Telephone Number: Accounts Email Address (For Invoicing):

3. The Scale of Charges, as defined in the Terms and Conditions, are as follows:

Position	Weekday hourly rate (8am to 8pm)	Monday to Thursday Night Rate (8pm to 8am)	Friday Night rate (8pm to 8am)	Weekend hourly rate (8am to 8pm)	Weekend Night rate (8pm to 8am)

- No hidden costs! **No additional charges for NI or VAT!!!**
- Staff mileage charged at 35p per mile, and is capped at £15 per shift

- Travel expenses charged at cost and are capped at £15 per shift
- Bank holiday rates charged from midnight-midnight at 1.5 x normal rates
- Christmas/New Year rates will be communicated at least 4 weeks beforehand
- Permanent/Temp-Perm fees are outlined in AH24 Client Contract (Available at www.ah24.co.uk)
- AH24 reserve the right to review charge rates periodically giving 4 weeks written notice of any changes

4. Any un-trained staff (Health Care Assistants/Support Workers) supplied to you will be

Working under the direct supervision of a Registered Nurse	
Undertaking some form of 'clinical care' to the Service User/Resident, which would come within the care plan supervised by a Health Professional	YES

5. By signing this Agreement on behalf of the Client, the signatory warrants that they are authorised to enter into legally binding agreements on the Client's behalf.

This Agreement has been entered into on the Commencement Date.

Signed for and on behalf of the Client:

Signed for and on behalf of the Supplier:

Sign:

Sign:

Name:

Name:

Position:

Position:

