

**STELLAR CARE**

*There when you need us*

PREPARED BY:  
Business Development Manager

[info@stellarcare.co.uk](mailto:info@stellarcare.co.uk)



**Candidate Contract**

**PAYE TERMS AND CONDITIONS**

# CONTRACT FOR SERVICES - PAYE(1<sup>ST</sup> APRIL 2022)

## 1. DEFINITIONS

1.1 In this Contract the following terms shall have the meanings given to them:

**Actual Rate of Pay** means as defined in clause 6.1

**Actual QP Rate of Pay** means the rate of pay calculated at an hourly or daily rate, to be determined prior to the commencement of the Assignment, subject to deductions for the purpose of National Insurance, PAYE, absences or any other purpose for which Stellar Care is required by law or court order or as agreed herein to make deductions;

**Agency Workers Regulations** means the Agency Workers Regulations 2010;

**Assignment** means your engagement to provide Services to the Client for the reasons and time-scales as set out in the Assignment Schedule and performed at a temporary location;

**Assignment Schedule** means written confirmation of the Assignment details;

**Calendar Week** means any period of 7 days starting with the same day as the first day of the First Assignment;

**Candidate Registration Document** means the forms completed by you when registering as a candidate with Stellar Care;

**Commencement Date** means the earlier of the date of signature of this Contract or the first date of an Assignment;

**Conduct Regulations** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

**Contract** means these terms of engagement together with any applicable Assignment Schedule;

**Client** means a third party (including any subsidiary or holding company) requiring the Services of a worker from Stellar Care and for whom the Services are carried out. In the case that you carry out Assignments for more than one such third party, "Client" shall be construed separately for each such party;

**Data Protection Laws** means 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;

**Emoluments** means any pay in addition to the Actual QP Rate of Pay;

**First Assignment** means:

(a) The relevant Assignment; or

(b) If, prior to the relevant Assignment:

- (i) you have worked in any assignment in the same role with the relevant Client as the role in which you work in the relevant Assignment; and
- (ii) 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 you are 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);

**Holiday Year** means each period from 1st October to 30th September;

**IPR** means any copyright, design right, trademarks, patents and other intellectual property rights in any software code, reports, manuals, plans, drawings, specifications or other documents or material;

**Minimum Hourly Rate** means the minimum hourly rate of pay by Stellar Care to you in respect of an Assignment which is a sum equal to the national minimum wage;

**Stellar Care** means the employment business (within the meaning of the Agency Workers Regulations), Stellar Care Limited, registered in England and Wales 09281712 of 3 Mayfield St., Kirkby-in-Ashfield, Nottinghamshire, NG17 8LU

**Period of Extended Hire** means any additional period that the Client wishes you to perform Services 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 you worked for the Client having been supplied by Stellar Care; or (b) the period of 14 weeks commencing on the first day on which you worked for the Client having been supplied by Stellar Care 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;

**Services** means the provision of work and services by you as described in an Assignment for the Client or other business;

**Temporary Work Agency** means a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

(a) Supplying individuals to work temporarily for and under the supervision and direction of hirers; or

(b) Paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of Hirers. For the purpose of this definition, a "hirer" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.

**Timesheets** means a physical timesheet or an electronic timesheet in any form specified by Stellar Care used to record and approve or verify the time that you are engaged on an Assignment;

**Transfer Fee** means the fee payable by the Client to Stellar Care if the Client wishes to engage you, as permitted by Regulation 10 of the Conduct Regulations;

**Working Time Regulations** means the Working Time Regulations 1998 (as amended);

**You** means the individual who is introduced by us to provide Services to the Client as an agency worker, (within the meaning of the Agency Workers Regulations);

1.2 In this Contract:

1.2.1 A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

1.2.2 A reference to any other document referred to in this Contract is a reference to that other document as amended, varied, novated or supplemented;

1.2.3 Headings and titles are for convenience only and do not affect the interpretation of this Contract;

1.2.4 Any schedules, including an Assignment Schedule shall form a part of this Contract and shall have the same force and effect as if expressly set out in the body of this Contract and any reference to this Contract shall include the schedules;

1.2.5 To the extent that there is an inconsistency between the terms of the body of this Contract, its schedules or other documents referred to, the following order or precedence shall apply, in descending order of precedence:

1.2.5.1 Any special conditions recorded in an Assignment Schedule;

1.2.5.2 The conditions set out in this document.

1.2.6 If any provision or part of any provision of this Contract is found by a court or other competent authority to be void or unenforceable, such provision or part of a provision shall be deleted from this Contract and the remaining provisions or parts of the provision shall continue to have full force and effect.

## 2. PRELIMINARY

2.1 You and Stellar Care acknowledge and agree that this Contract constitutes a contract for services and shall not create an employer/employee relationship between Stellar Care and you. The terms of this Contract shall apply to each and every Assignment you carry out for and / or on behalf of Stellar Care. These terms form a contract for services and, together with any documents referred to, set out the entire agreement between you and Stellar Care with the exception of details of any Assignment(s) as set out in Assignment Schedule. However, no contract shall exist between you and Stellar Care between Assignments.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between you and Stellar Care or you and the Client. You are engaged as an agency worker, although it is agreed that Stellar Care shall make statutory deductions from your remuneration in respect of taxes and other duties payable by you in respect of such remuneration. You are entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving you rights in addition to those provided by statute except where expressly stated.

2.3 You hereby represent and warrant that no collective agreements exist which would affect your terms of engagement.

2.4 Your engagement with Stellar Care is as a flexible worker beginning from the Commencement Date. Stellar Care will assign you, on occasion, to perform Services on behalf of a Client. You agree, in undertaking this, to work under the Client's direction, supervision and control at the premises where assigned and to perform the duties in a responsible and professional manner.

2.5 Any previous contract which was issued to you by Stellar Care will cease to be effective on the date at which you commence work under this Contract. This Contract will supersede any previous contracts, whether these relate to employment or services.

2.6 You warrant to Stellar Care that all information which you have provided to date and which you hereafter provide is and will be true and accurate in all respects.

2.7 You will notify Stellar Care if you are unable to work as a night worker (as defined under the Working Time Regulations 1998). If you are able to work as a night worker, Stellar Care will provide you with a night worker health assessment, free of charge, if you request it.

2.8 You agree to inform Stellar Care immediately of any change in your name or address or any details in the Candidate Registration Document or other details relevant to this Contract or any Assignment.

2.9 Any notice to Stellar Care under or in relation to this Contract or any Assignment shall be given to:

Head of Registrations and Compliance –  
email: [info@stellarcare.co.uk](mailto:info@stellarcare.co.uk)

2.10 Stellar Care shall act as an employment business (as defined in Section 13(3) of the Conduct Regulations) when introducing you to, or supplying you for, Assignments with its Clients.

## 3. ASSIGNMENT & YOUR OBLIGATIONS

3.1 Upon provision, by you of a full and accurate curriculum vitae, Stellar Care shall at its sole discretion, search for suitable Assignments for you with Clients.

3.2 Notwithstanding clause 3.1 above you shall additionally provide Stellar Care with satisfactory evidence of your identity in accordance with Stellar Care's requirements. If, in respect of any prospective Assignment, you are required by law, any professional body or by any Client to hold or have any experience, training qualifications and / or authorisations, you shall provide Stellar Care with up to date copies of such qualifications and / or authorisations.

3.3 You consent to the disclosure of all relevant information (which is reasonably required to progress any application or Assignment) including but not limited to copies of qualifications, authorisations and / or references by Stellar Care to the Client.

3.4 Subject to Stellar Care being satisfied with the terms of the Candidate Registration Document, Stellar Care will endeavour to obtain suitable Assignments for you.

3.5 You shall provide to Stellar Care notification of any changes to information provided in the Candidate Registration Document, this includes but is not limited to name, address, gender and national insurance number.

3.6 You acknowledge that the nature of temporary work means that there may be periods when no suitable work is available and you further agree that suitability shall be determined solely by Stellar Care and that Stellar Care shall incur no liability to you should it fail to offer opportunities to work in the categories set out in the Candidate Registration Document or in any other category

3.7 Notwithstanding any activities undertaken to find work for you, Stellar Care shall be under no obligation to provide work for you and this Contract creates no obligation on Stellar Care to provide you with a specified number of hours / days work in any day or any week or any work whatsoever.

3.8 Stellar Care reserves the right to offer any Assignment as it may elect to you or any third party where that Assignment is suitable for several candidates. You are under no obligation to accept any such offer but, if accepted, you owe the normal common law duties of a worker as far as they are reasonably applicable.

3.9 When engaged by Stellar Care, you must adhere to all Stellar Care's instructions, policies and regulations which may be in force. You must also adhere to any regulations, policies and instructions which the Client may require you to follow whilst working at any premises of the Client.

3.10 The details of all Assignments offered to and accepted by you will be provided to you prior to the start of the Assignment or, when not reasonably practicable, as soon as is possible. The Assignment Schedule will provide you with the following:

3.10.1 The identity of the Client, and if applicable the nature of their business;

3.10.2 The date the Assignment is to commence and the duration or likely duration of Assignment;

3.10.3 The type of work, location and hours during which you would be required to work;

3.10.4 The Actual Rate of Pay that will be paid and any expenses payable by or to you;

3.10.5 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;

3.10.6 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; and

3.10.7 The intervals of payment.

3.11 For the purpose of calculating the average number of weekly hours worked by you on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which you commenced the first Assignment.

3.12 If, before or during an Assignment or during the Relevant Period, the Client wishes to engage you directly or through another employment business, you acknowledge that Stellar Care will be entitled either to charge the Client a Transfer Fee or to agree a Period of Extended Hire with the Client at the end of which you may be engaged directly by the Client or through another employment business without further charge to the Client. In addition Stellar Care will be entitled to charge a Transfer Fee to the Client if the Client introduces you to a third party who subsequently engages you within the Relevant Period.

3.13 Duties expected of you and the relevant pay rates may vary between Assignments or during the course of any Assignment you have undertaken.

3.14 You are not obliged to accept any Assignment offered by Stellar Care but if you do so, during every Assignment and afterwards where appropriate, you will:

3.14.1 Co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation;

- 3.14.2 Observe any relevant rules and regulations of the Client's establishment to which attention has been drawn or which you might reasonably be expected to ascertain;
- 3.14.3 Be present during the times or for the total number of hours during each day and/or week as may be agreed with the Client and as reasonably required for the proper performance of the Services;
- 3.14.4 Not provide the Services in excess of the permitted number of hours/days as agreed with Stellar Care and/or the Client from time to time;
- 3.14.5 Comply with all reasonable instructions and requests regarding the scope of the services made by the Client;
- 3.14.6 Furnish Stellar Care or the Client with any documentation or progress reports as may be reasonably requested from time to time.
- 3.14.7 Take all reasonable steps to safeguard your safety and that of any other person who may be present or affected by your actions on the Assignment and comply with the Health and Safety policies of the Client;
- 3.14.8 Not engage in any conduct detrimental to the interests of the Client;
- 3.14.9 Not at any time divulge to any person, nor use for your own or any other person's benefit, any confidential information relating to the Client's or Stellar Care's employees, business affairs, transactions or finances,
- 3.14.10 To comply with the Data Protection Laws in respect of any personal data which you are granted access to for the purpose of or by reason of the performance of the Services, and
- 3.14.11 Have in place appropriate vehicle insurance for any vehicle used in connection with any Assignment.
- 3.15 Your place of work will be determined on an Assignment by Assignment basis as agreed by the Client
- 3.16 You shall immediately inform Stellar Care should there be any reason or circumstances of which you are or become aware under which it would be detrimental to the interests of Stellar Care, the Client or you for you to take up a particular position with the Client or for an Assignment to continue.
- 3.17 If you have 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 you are 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 Schedule (as appropriate).
- 3.18 If you consider that you have not or may not have received equal treatment under the Agency Workers Regulations, you may raise this in writing with Stellar Care setting out as fully as possible the basis of your concerns.
- 3.19 If you accept any Assignment offered by Stellar Care, as soon as possible prior to the commencement of each such Assignment and during each Assignment (as appropriate) and at any time at Stellar Care's request, you undertake to:
- 3.19.1 Inform Stellar Care of any Calendar Weeks prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which you have worked in the same or a similar role with the relevant Client via any third party and which you believes count or may count toward the Qualifying Period;
- 3.19.2 Provide Stellar Care 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 Stellar Care; and
- 3.19.3 Inform Stellar Care if you have prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
- 3.19.3.1 Completed two or more assignments with the Client;
- 3.19.3.2 Completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or

3.19.3.3 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.

3.20 You acknowledge that any breach of your obligations set out in this Contract may cause Stellar Care to suffer loss and that Stellar Care reserves the right to recover such losses from you.

3.21 You will hold Stellar Care harmless against any claims against Stellar Care from a client or third party, or any other losses Stellar Care suffers, arising out of your negligence or willful misconduct.

#### 4. HOURS WORKED

4.1 Stellar Care offers no guarantees that any suitable assignments will be available. Other than as stated in this Contract or provided by statute, Stellar Care has no obligation to pay you when you are not carrying out an Assignment or an Assignment has been cancelled or terminated.

4.2 Once you have accepted an Assignment, you are obliged to work when required to by Stellar Care. If you do not work when required to do so by Stellar Care, without good cause, Stellar Care shall be entitled to terminate this Contract with immediate effect.

4.3 It is agreed that your assigned hours of work shall vary according to the requirements of the Client.

4.4 It is a condition of this Contract that you work flexibly and in accordance with these requirements.

4.5 Stellar Care will endeavour to give you advance notice of the hours you will be required to work. You agree to working hours which may be in excess of the maximum average weekly working time limit of 48 hours in any period of seventeen consecutive weeks imposed by the Working Time Regulations 1998 (and as any such maximum average might be amended or supplemented under those regulations or other legal instruments). You are entitled to withdraw your agreement on giving Stellar Care not less than three months' advance notice in writing.

#### 5. TIMESHEETS

5.1 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) you shall deliver to Stellar Care a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client. You shall follow such procedure for approval of a Timesheet as Stellar Care may require from time to time. Where this is not reasonably possible you shall, in any event, ensure you submit Timesheets within thirty (30) days of the end of the period to which the Timesheet relates.

5.2 For the avoidance of doubt, where your 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.

5.3 If you are not able to submit a Timesheet within the period set out in clause 5.1, you must inform Stellar Care as soon as reasonably practicable and may only submit Timesheets outside of these time periods with the prior written agreement of Stellar Care.

5.4 Subject to clause 5.5 Stellar Care shall pay you for all hours worked regardless of whether Stellar Care has received payment from the Client for those hours. You will normally receive payment from Stellar Care in respect of a Timesheet(s) approved /signed in accordance with clause 5.1 above within 30 days of Stellar Care receiving a valid Timesheet(s), regardless of whether Stellar Care has received payment from the Client..

5.5 Where you fail to submit a properly authenticated timesheet, Stellar Care shall, in a timely fashion, conduct further investigations into the hours claimed by you and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to you. Stellar Care shall make no payment to you for hours not worked.

5.6 For the avoidance of doubt and for the purposes of the Working Time Regulations, your working time shall only consist of those periods during which you are carrying out your 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 your working time. This clause 5.6 is subject to any variation set out in the relevant Assignment Schedule or any variation to the relevant Assignment Schedule which Stellar Care may make for the purpose of compliance with the Agency Workers Regulations.

## 6. PAY AND DEDUCTIONS

6.1 Whilst working on an Assignment, you are entitled to be paid wages calculated at an hourly or daily rate, to be determined prior to the commencement of the Assignment, subject to deductions for the purpose of National Insurance, PAYE, pension, absences or any other purpose for which Stellar Care is required by law or court order or as agreed herein to make deductions ("Actual Rate of Pay"). The standard payment interval will be weekly in arrears, in accordance with Stellar Care's current procedure from time to time, with any alternative interval being notified prior to the individual Assignment.

6.2 The Actual Rate of Pay may differ from Assignment to Assignment. You will be advised in advance of the Actual Rate of Pay applicable for each specific Assignment. Where overtime rates are payable you will be advised of this prior to the Assignment commencing. The Actual Rate of Pay will be paid unless and until you complete the Qualifying Period. The Actual Rate of Pay shall not be less than the Minimum Hourly Rate.

6.3 If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment and you are not already receiving the Actual QP Rate of Pay, Stellar Care shall pay to you:

- 6.3.1 The Actual QP Rate of Pay; and
- 6.3.2 The Emoluments (if any), which will be notified on a per Assignment basis.

6.4 Payment will be made to you as agreed for each specific Assignment.

6.5 Subject to any statutory entitlement, you are not entitled to receive payment from Stellar Care or the Client for time not spent on an Assignment, whether in respect of holidays, illness or absence for any reason other than that authorised.

6.6 You shall promptly comply with any rule or request whether from Stellar Care and / or a Client to provide information and/or documentation in respect of the hours worked by you. Your failure to provide evidence of hours worked may delay payment for such hours. In the event that payment of any amount has been made for such hours not evidenced by an approved Timesheet Stellar Care may deduct such amount from any subsequent payment to you and you hereby expressly authorise Stellar Care to make any such deductions from wages. Stellar Care will not withhold payment of your wages through reasons of non-receipt of payments from the Client.

6.7 For the purposes of the Employment Rights Act 1996, sections 13 – 22 and subject to Regulation 12 of the Conduct Regulations you agree that Stellar Care may deduct from your remuneration any sums due from you to Stellar Care and / or the Client. This includes, without limitation, any overpayments, loans or advances made to you by Stellar Care or any losses suffered by Stellar Care as a result of your negligence or breach of either Stellar Care's or the Client's rules.

6.8 If you have completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, you may be entitled to receive a bonus. You will comply with any requirements of Stellar Care and/or the Client relating to the assessment of your performance for the purpose of determining whether or not you are entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant assessment criteria, you are entitled to receive a bonus, Stellar Care will pay the bonus to you.

6.9 You are eligible to be enrolled in the Stellar Care nominated pension scheme. Further details of the pension scheme are available in the "key information document" that you are provided with prior to entering into these terms and as further provided by the pension provider.

## 7. EXPENSES

7.1 Unless specifically agreed in writing with Stellar Care in advance of an Assignment, neither Stellar Care nor the Client shall be responsible for any arrangements for or costs of travel or accommodation that you might require in connection with an Assignment.

## 8. HOLIDAYS & HOLIDAY PAY

8.1 Your entitlement to paid annual holiday is in accordance with the Working Time Regulations (current statutory entitlement is 5.6 weeks per year). Your holiday entitlement period will run over the Holiday Year. All holiday entitlement and pay MUST be taken during the Holiday Year or will be forfeited by you as un-taken holiday and Stellar Care will not be under any obligation to make any payment in lieu.

8.2 Entitlement to payment for leave under clause 8.1 accrues in proportion to the amount of time worked by the Temporary Worker on Assignment during the Leave Year.

8.3 Under the Agency Workers Regulations, on completion of the Qualifying Period you may be entitled to paid and/or unpaid annual leave in addition to your entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses 8.1 and 8.2. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how payment for such entitlement(s) accrues will be as set out in the relevant Assignment Schedule or any variation to the relevant Assignment Schedule.

8.4 The amount of the payment to which you are entitled in respect of paid annual leave is calculated in accordance with and in proportion to the number of hours, which you work on an Assignment. Any payments for annual leave will be calculated on the basis of rates paid during a Client's normal working hours i.e. not overtime. Holiday monies will be accrued and retained and paid to you when requested, by completing a holiday request form as directed under the Working Time Regulations. In the event the statutory paid holiday entitlement is subsequently increased or decreased then entitlement to leave under this clause 8.4 shall be increased or decreased accordingly for any period in which work is carried out.

8.5 For the avoidance of doubt, when you take holidays you will need to request your 'holiday account balance' to be processed in accordance with HMRC PAYE guidelines and subject to PAYE tax and National Insurance contributions at your specified rate. This will be in addition to any other remuneration.

8.6 Where you wish to take holiday during the course of an Assignment you should notify Stellar Care of the intended holiday dates giving notice of at least twice the length of the period of leave required or 14 days (whichever is the longer period). In certain circumstances Stellar Care may give written counter-notice to you to postpone or reduce the amount of leave you wish to take giving you at least the same length of notice as the period of leave that it wishes to postpone or reduce it by. Stellar Care may require you to take part or all of any paid annual leave entitlement by giving you not less than two weeks' notice.

8.7 Where a bank holiday or other public holiday falls during an Assignment and you do not work on that day, the public holiday shall count as part of your paid annual leave entitlement.

8.8 None of the provisions in this clause regarding the statutory entitlement to paid leave shall affect your status as a Agency Worker.

## 9. SICKNESS & OTHER ABSENCE

- 9.1 If you need to be absent from work for any reason you must advise Stellar Care by telephone at the earliest opportunity and in any event at least 2 hours before you are due to start work on every day of absence.
- 9.2 You are required to provide Stellar Care with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 9.3 On following these requirements, as set out in this clause 9, you may be entitled to statutory sick pay. If you fail to do so, your Assignment may be terminated.
- 9.4 For the purposes of statutory sick pay there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 9.5 Stellar Care shall have the right to require that you undertake a medical examination conducted by a doctor of Stellar Care's choice, at Stellar Care's expense, and you hereby agree to comply with any such request promptly.
- 9.6 If, after commencing an Assignment you are unable to continue that Assignment due to restrictions of any doctor's fit note, Stellar Care or the Client will be entitled to vary the scope of your Assignment so as to ensure that your duties align with those permitted under the fit note.

## 10. CONFIDENTIALITY

- 10.1 Whilst engaged by Stellar Care, you may gain knowledge of trade secrets or other confidential information which relates to Stellar Care and/or a Client. You shall at all times:
- 10.1.1 Treat as secret and confidential and not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to either Stellar Care's or a Client's business, data, technology, software code or other know-how, business plans or finances or other information that either Stellar Care or a Client deems confidential, or any such information relating to a subsidiary, supplier, customer or client of either Stellar Care or a Client where the information was received as a result of this Contract;
- 10.1.2 Upon termination of any Assignment or this Contract for whatever reason to deliver up to Stellar Care or the Client (as may be required) all documents, working papers, computer disks, memory sticks and tapes and other materials (whether hard or soft copy) and all copies thereof provided to or prepared during or received during the course of provision of the Services; and
- 10.1.3 Not at any time to make a copy, abstract, summary or précis of the whole or any part of any document, computer program or other material belonging to either Stellar Care or a Client except when required to do so in the course of your duties in provision of the Services in which event any such item shall belong to either Stellar Care or a Client.
- 10.2 The provisions of this clause shall not apply to:
- 10.2.1 Any information in the public domain otherwise than by breach by you of this Contract; or
- 10.2.2 Information obtained from a third party who is legally entitled to divulge the same.
- 10.3 Stellar Care may require you 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.
- 10.4 The provisions of this clause 10 shall survive termination or expiry of this Contract for whatever reason

## 11. IPR

- 11.1 All IPR produced by you in the course of or for the purpose of provision of the Services shall belong to and vest in the Client.

- 11.2 At the request of Stellar Care, you shall take all such steps and execute all such assignments and other documents as Stellar Care may require to ensure that full title to all IPR covered by clause 11.1 vests in the Client for the purpose of registering or protecting those rights.
- 11.3 You shall at the request of either Stellar Care or a Client (as the case may be) provide the Client the originals of all IPR or software code, reports, manuals, plans, drawings, specifications or other documents or material referred to in clause 11.1, and in any event shall provide such originals on the completion or earlier termination of the Services. You shall make no use of such documents or material other than for the purpose of providing the Services.

## 12. TERMINATION

- 12.1 Either Stellar Care or a Client may terminate an Assignment immediately for any reason by giving notice to you without liability or cost.
- 12.2 To terminate an Assignment, you must give Stellar Care the correct period of notice as stated in the Assignment schedule. If no notice provision is specified in the Assignment schedule, you may terminate an Assignment immediately for any reason by giving Stellar Care written notice.
- 12.3 Terminating an Assignment is not termination of this Contract by you or by Stellar Care and in no way affects your engagement in another Assignment under this Contract.
- 12.4 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.
- 12.5 You acknowledge that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between Stellar Care and the Client. In the event that the contract between Stellar Care and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to you (save for payment for hours worked by you up to the date of termination of the Assignment).
- 12.6 To terminate the Contract, you must give Stellar Care one calendar month's advance notice in writing.
- 12.7 On request and also on the termination of any Assignment or this Contract you must immediately return to Stellar Care or the Client (whichever is appropriate) any property belonging to them which you may have in your possession or be under your control.
- 12.8 Stellar Care does not accept any responsibility and shall not be liable for any loss or damage suffered by you as a result of an Assignment being terminated by either Stellar Care or a Client and whether before its commencement or during an Assignment.

## 13. POLICIES

- 13.1 You shall comply with:
- 13.1.1 The email, internet and computer usage policy in force at the Client;
- 13.1.2 The Client's Health and Safety policies and procedures while working at their site;
- 13.1.3 Any other policies of Stellar Care and/or a Client as are in force from time to time and of which you are advised.

## 14. CHANGES TO TERMS OF CONTRACT

- 14.1 No variation or alteration of the Contract shall be valid unless approved by both parties in writing
- 14.2 Where Stellar Care gives you 1 month's written notice of an update to the terms, the Contract will be deemed to terminate on the expiry of such notice. In the event that you do not sign the new terms, you commencing a new Assignment after the expiry of the notice period will be deemed to be your acceptance of a new Contract on the basis of the revised terms.

## 15. DATA PROTECTION

- 15.1 You warrant that in relation to this Contract, you shall comply strictly with all provisions applicable to you under the Data Protection Laws and shall not do or permit to be done anything which might cause Stellar Care or the Client to breach any Data Protection Laws.
- 15.2 By accepting this Contract, you acknowledge and agree that it is in Stellar Care's legitimate interest, and it is necessary for the performance of its obligations under this Contract, to hold your personal data and for Stellar Care to use your personal data in the course of its activities as an employment business. Such processing will principally be for personnel, administrative and payroll purposes. You understand that Stellar Care may disclose any of your 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 Stellar Care's business or that of any group company.
- 15.3 Stellar Care will only process your personal data in accordance with its privacy policy, available at [www.stellarcare.co.uk](http://www.stellarcare.co.uk)
- 15.4 You acknowledge that it is in Stellar Care's legitimate interests to disclose your personal data and Assignment information for the purpose of a client audit or client request.

## 16. CRIMINAL RECORDS & OTHER CHECKS

- 16.1 By accepting this Contract you confirm that you have not been convicted of a criminal offence (except convictions under the Rehabilitation of Offenders Act 1974, as amended) and you confirm that you will provide Stellar Care and / or the Client with your consent to acquire a criminal records check should either Stellar Care or the Client require such a check at any time and/or throughout an Assignment. You further confirm that you will provide Stellar Care and / or the Client with such other checks as either Stellar Care and / or a Client may require from time to time.
- 16.2 Should you be convicted of a criminal offence or be arrested on suspicion of or accused or charged of any criminal offence after commencing an Assignment you must immediately supply Stellar Care with full details.

## 17. RIGHT TO WORK WITHIN THE UK

- 17.1 By accepting this Contract you warrant that you are legally permitted to work in the United Kingdom. Should Stellar Care discover that you do not have the valid permission to work and live in the United Kingdom, or if permission has been revoked, Stellar Care will be entitled to terminate any Assignment and this Contract with immediate effect without giving you any notice (or paying you in lieu of notice). In these circumstances Stellar Care will terminate without giving you any warning.
- 17.2 Stellar Care has a clear obligation under the Asylum and Immigration Act 1996 to authenticate your eligibility to work within the United Kingdom. You must provide Stellar Care with all relevant documentation as and when requested.
- 17.3 Where your profession and/or Assignment requires additional checks to be made; for example a Disclosure and Barring Service (DBS) check, you shall supply evidence of these reports/checks to either Stellar Care and/or the Client as appropriate for retention purposes.

- 17.4 For the avoidance of doubt the Client may refuse your Assignment or remove you from your workplace until satisfactory documentary evidence of the requirement of this clause 17 has been supplied and authenticated.

## 18. NOTICES

- 18.1 Save where agreed otherwise, any notice required to be given under the Contract 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 Stellar Care, the email shall be to an official Company email address; and in the case of an email to you, the email shall be to an address you used in the process of entering into this Contract. 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 & JURISDICTION

- 19.1 This Contract shall be governed and construed in accordance with the law of England.
- 19.2 Each party hereby submits to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of or in connection with this Contract and its implementation and effect.

## 20. INDUSTRY SPECIFIC REQUIREMENTS

- 20.1 You shall ensure that:
- 20.1.1 If you are a surgeon, physician, doctor, dentist, nurse or midwife, you 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 Are 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 you do not have such cover you must inform Stellar Care immediately and if you fail to do so, you shall be responsible for and shall indemnify Stellar Care 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 your obligations under clause 3.2, you shall, when requested, provide the name and contact details of two referees who are willing to provide references which may be shared with Clients. You warrant that the referees you have provided are not your relatives and are willing for their references to be provided to Clients.
- 20.3 Further to clause 3.1, the type of work will be that of healthcare professional.

## SIGNED FOR AND ON BEHALF OF:

Name:

Date:

# STELLAR CARE