

## TERMS AND CONDITIONS – UMBRELLA COMPANY CONTRACTORS

### 1. DEFINITIONS AND GENERAL

1.1 In these terms and conditions:

1.1.1 'AWR' means the Agency Workers Regulations 2010 as amended and any succeeding legislation.

1.1.2 'Assignment' means the services performed by any Employee provided by the Contractor for a client for a period of time during which the Contractor or Employee is supplied by an employment business.

1.1.3 'the Contractor' means the company who is party to these terms and conditions and is engaged by Us to provide the services of any of its Employees to Our clients.

1.1.4 'the Parties' means the Contractor and Ourselves.

1.1.5 'We', 'Us', 'Ourselves' or similar words mean Pathology Group Limited

1.1.6 'Qualifying Period' means 12 continuous calendar weeks during the whole or part of which the Contractor or any Employee is supplied by one or more temporary work agencies to the relevant client to work temporarily for the relevant client in the same role, and as further defined in the AWR.

1.1.7 'Employee' means any officer, representative, contractor, employee, worker or staff member of the Contractor (and use of the singular shall include the plural) who is provided by the Contractor to provide services to Our clients.

1.1.8 'Engage' means to book or use the services of any Employee provided by the Contractor for the purpose of the Assignment and 'Engagement' shall have a related meaning.

1.1.9 'Group Company' means (a) any individual, company, partnership, statutory body or other entity which from time to time controls the client, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is controlled by or is under common control with the client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006. For the purpose of this definition, control means the legal or beneficial ownership, whether directly or indirectly, of more than 50% of the issued share capital or a similar right of ownership or the power to direct or cause the direction of the affairs and/or general management of the entity.

1.2 These terms and conditions constitute a contract for services between the Contractor and Ourselves and shall govern all Assignments undertaken by the Contractor. No contract shall exist between the Parties between Assignments.

1.3 For the avoidance of doubt, these terms shall not be construed as a contract between Us and any Employee or other individual supplied by the Contractor and any liabilities of an employer shall be those of the Contractor alone.

1.4 The Contractor shall be deemed to have accepted these terms and conditions by virtue of the acceptance of any Assignment irrespective of whether or not the declaration at the end of these terms has been completed.

1.5 In Our dealings with the Contractor We act as an employment business.

1.6 The headings contained herein are included for convenience only and shall not affect the interpretation of the contents hereof in any way.

1.7 No variation or alteration to these terms and conditions shall be valid unless approved by a director of Our company, in writing.

1.8 These terms and conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

1.9 Any unenforceable or invalid term herein shall be deemed severed from the valid provisions which will remain in full force and effect.

1.10 These terms and conditions shall prevail over any other terms and conditions the Contractor may proffer.

1.11 No failure or delay by us in exercising any right, power or privilege under this agreement shall impair the same or operate as a waiver of the same nor shall 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.

1.12 This agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this agreement. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

1.13 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 party to it any right to enforce any of its provisions.

1.14 References to the AWR in these terms may only be relevant to Assignments that are subject to the AWR. Whether or not any Employees and Assignments are subject to the AWR will be determined by the specific circumstances of that Assignment. The Contractor must, however, provide Us with all the information that these terms and conditions require, whether or not the Contractor or the Employee believes that any or all of their Assignments are subject to the AWR. This is necessary so that We can make Our own assessment of Our legal obligations and keep accurate records.

### 2. OUR OBLIGATIONS TO THE CONTRACTOR

2.1 We shall use reasonable endeavours to seek Assignments for the Contractor that are relevant to the skills and qualifications of the particular Employee that the Contractor wishes to supply to perform services for Our clients, and of the type of work the Contractor indicated on Our application form that it wishes to supply the particular Employee to do. We shall determine, in Our sole and absolute discretion, the Contractor's and any Employee's suitability for any Assignment. We make no representation, however, that We will find any suitable Assignments. The Contractor appreciates that no work may be available. We are not obliged to offer the Contractor (or any Employee\_) work and We shall incur no liability for not doing so. No contract shall exist between the parties between Assignments.

2.2 The Contractor will be paid weekly in arrears directly into its bank account for the previous week. If We receive the Contractor's timesheet late, incomplete or unsigned, payment may be delayed. We shall be entitled to deduct from the fees paid, any sums due to Us.

2.3 We will pay the Contractor for the hours that its Employee works irrespective of whether or not We recover any payment from Our client for their work. Payment is subject to any deductions that We are obliged by law to make in the circumstances. The Contractor, however,

shall be responsible for any PAYE Income Tax, National Insurance contributions and any other taxes and deductions payable in respect of its Employees.

2.4 The Contractor will be paid at the rate of pay agreed for the Assignment. This rate will be equivalent to more than the National Minimum Wage. The scale of pay rates will be agreed on registration, the actual rate will be agreed on offer of an Assignment. If any Employee completes the Qualifying Period, the Employee may be entitled to enhanced rates and/or benefits under the AWR and in that event We shall vary Our payments to the Contractor accordingly and the Contractor shall at the same time make the same variation in the corresponding payments the Contractor makes to the Employee.

2.5 We will confirm the Assignment and all the details thereof, including the relevant rate of pay, to the Contractor. The booking confirmation, together with these terms and conditions, records Our whole agreement with the Contractor. In the event that these terms and conditions conflict with the booking confirmation, these terms and conditions shall prevail.

2.6 The details of the Assignment that are confirmed to the Contractor may thereafter be changed only if the change is recorded in writing and signed by one of Our directors.

### 3. DISCLAIMER OF LIABILITY

3.1 Subject to clause 3.3 below, We are not responsible for any personal injury or losses any Employee may suffer whilst on the premises of the client, whilst acting on the client's instructions or whilst travelling to or from the property or premises of the client.

3.2 We are not liable for any loss, damage or injury to any third party as a result of any breach of this agreement or of any statutory provision, negligence, misconduct or fraud by the Contractor or its Employees during an Assignment or whilst travelling to and from an Assignment.

3.3 Our liability to the Contractor for any losses arising from Our (or Our employees', subcontractors' or agents') breach of this agreement or of any statutory provision, negligence, misconduct or otherwise is limited to the fees that are payable to the Contractor for the Assignment in respect of which Our liability to the Contractor arose. Our liability for death or personal injury arising from Our negligence and Our liability for Our fraud or fraudulent misrepresentation is not limited or excluded.

### 4. THE CONTRACTOR'S OBLIGATIONS TO US AND TO THE CLIENT

4.1 The Contractor is not obliged to accept any Assignment that We offer, but if the Contractor does so then it agrees to abide by the requirements of these terms and conditions and will take measures to ensure that its Employees are aware of and conforms to the requirements of these terms and conditions. The Contractor shall perform and shall ensure that its Employee shall perform any Assignment with reasonable care and skill.

4.2 By accepting an Assignment, the Contractor warrants that it and any Employee it supplies is willing to work in that position and that any such Employee has the necessary qualifications and skills to carry out that Assignment.

4.3 Neither the Contractor nor its Employee shall approach the client with any complaint or inquiry about the Contractor's remuneration without first approaching Us and allowing Us 30 days to respond thereto. We will do this on their behalf.

4.4 The Contractor shall ensure that its Employees consent to Our from time to time obtaining a Disclosure and Barring Service check in relation to him/her and agrees immediately to notify Us if any of their Employees is convicted of any criminal offence.

4.5 The Contractor is responsible for the cost of its Employees' travel, meals, telephone calls, accommodation, and any other business expenses incurred whilst on Assignment.

4.6 The Contractor acknowledges that We may be entitled in certain circumstances to charge our client a fee if they (i) introduce the Contractor or any Employee to a third party that engages or employs them or if they (ii) engage or employ the Contractor or any Employee directly or through another employment business. In the latter case, the client will have the option to agree a period of extended hire of the Contractor or the Employee (whichever is applicable) through Us, after which they may transfer to them without the client paying a fee.

4.7 If the Contractor is offered an Assignment and any Employee it provides for that Assignment has previously worked in the same or similar role with the client through any third party after 1 October 2011 then the Contractor must inform Us immediately it becomes aware of this and, if possible, before the Assignment starts. The Contractor must provide Us with full details of the work undertaken.

4.8 The Contractor must immediately inform Us if, since 1 October 2011, whether before any Assignment with a client starts and/or during that Assignment, the Employee it provides for that Assignment has either (i) completed 2 or more Assignments with that client; (ii) completed an Assignment with the client and another Assignment with one of the Group Companies of that client; and/or (iii) worked in more than 2 roles during an Assignment with that client and on at least 2 occasions that role was not the same role as the previous role.

4.9 If the Contractor and/or any Employee considers that the Employee has not or may not have received equal treatment under the AWR as a result of any act or omission of Ours, the Contractor may raise or may request the Employee to raise this in writing with Us setting out as fully as possible the basis of the Contractor's and/or the Employee's concerns. Save to the extent that any such loss results from any act or omission of Ours or of the client, the Contractor shall indemnify Us and keep Us indemnified (or, as the case may be, the client) against any losses We or the client may suffer or incur as a result of any claim made by or on behalf of any Employee under the AWR.

4.10 The Contractor must inform Us if the reason for any Employee not working during any break between Assignments is due to one or a combination of any of the following reasons: sickness or injury; pregnancy, childbirth or maternity; wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Employee is otherwise entitled; wholly due to the Employee being summoned for jury service; wholly due to usual seasonal reduction in requirements for workers according to the client's established custom and practice; or wholly due to industrial action at the client's workplace.

4.11 The Contractor shall ensure that, whilst any Employee is on the client's premises, the Employee must familiarise himself or herself with the collective facilities and other amenities offered by the client including but not limited to canteen and other similar facilities, childcare facilities and transport services of the client as well as any vacancies at the client for work that the Employee may be suited to do.

4.12 If the client requires the Contractor or any Employee to work longer than the hours that are usual for the client's organisation in any given week, or in any event more than 37 hours in any given week the Contractor must notify Us as soon as reasonably practicable and in any event before the 37 hours of work are completed.

4.13 The Contractor warrants that it is not a 'managed service company' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003. The Contractor further warrants that its Employees are enrolled on the Contractor's PAYE payroll and that the Contractor makes deductions of PAYE Income Tax, National Insurance contributions (and any other taxes and deductions required by law) in respect of its Employees. The Contractor shall immediately inform Us if any step is taken or procedure commenced which could result in the winding up, dissolution or liquidation of the Contractor.

4.14 The Contractor shall indemnify Us and keep Us indemnified against any losses We may suffer or incur by reason of any proceedings, claims or demands by the Contractor or any Employee or by any third party (including specifically, but without limitation Her Majesty's Revenue and Customs and any successor, equivalent or related body) arising from or related to the provision of the Contractor's or any Employee's services pursuant to this agreement.

#### 5. PERFORMANCE OF THE ASSIGNMENT

5.1 The Contractor shall ensure that the Employee it provides for that Assignment attends punctually and completes the Assignment whether or not a written booking confirmation is received from Us.

5.2 Any Employee the Contractor provides for an Assignment shall co-operate with the client's staff and accept the supervision, control and instruction of any responsible person within their organisation.

5.3 Any Employee the Contractor provides for an Assignment shall conform to the normal work hours of the client unless We have expressly agreed otherwise with the Contractor and We have recorded Our agreement in writing.

5.4 Any Employee the Contractor provides for an Assignment will observe the health and safety policy of the client and take all reasonable steps to safeguard their own safety and the safety of any other person who may be present or affected by their actions.

5.5 Any Employee the Contractor provides for an Assignment shall not smoke on the client's premises except where it is expressly permitted to do so.

5.6 Any Employee the Contractor provides for an Assignment shall wear any form of identification that We or the client requires and display this on their clothing at all times when they are on the client's premises.

5.7 Whilst carrying out the Assignment, the Contractor shall ensure that the Employee it provides for that Assignment will adhere to the terms of any generally accepted Codes of Professional Conduct that apply to the relevant profession such as the administration of drugs and sterile techniques and, in particular, where relevant shall have regard to the guidance contained in the General Medical Council's publication 'Good Medical Practice' relating to the conduct of practitioners.

5.8 Neither the Contractor nor its Employees shall engage in any conduct detrimental to Our interests or to the interests of the client.

#### 6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

6.1 Neither the Contractor nor its Employees shall disclose to any person other than a person authorised by the client any information that the Contractor or its Employees may have acquired during or in connection with an Assignment that is not already in the public domain including but not limited to any information concerning the client's business, staff or procedures or the identity, medical condition, treatment or other personal details of any patient.

6.2 The Contractor and the Employees shall deliver up to the client or to Us 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 by its Employees during the course of the Assignment. The client shall be the sole owner of any work product, including any intellectual property rights thereto, created during the Assignment. And the Contractor hereby assigns to the client (where appropriate, by way of present assignment of future copyright) or (in any other case) agrees to assign to the client absolutely on demand, with full title guarantee and for no further consideration, all intellectual property rights in respect of such work product. Further, the Contractor shall ensure that its employees are employed or engaged on terms which are consistent with the provisions of this clause and that their employees waive all moral rights in respect of their work product.

#### 7. REQUIRED PERIOD OF NOTICE

7.1 In the event that the Contractor wishes to terminate an Assignment before its completion, notice shall be given to Us as follows:

LENGTH OF ASSIGNMENT	REQUIRED NOTICE PERIOD
Up to 6 days	not less than 24 hours
1-4 weeks	2 clear working days
More than 4 weeks but less than 3 months	5 clear working days
3-6 months	10 clear working days
More than 6 months	14 clear working days

7.2 In the event that the Contractor becomes aware that the Employee it provides for that Assignment is, due to an unforeseen event beyond their control, unable to attend at the Assignment, the Contractor shall inform Us at the earliest possible opportunity. In all other circumstances, the Contractor and Employee is required to work out the Assignment until the required notice period is completed.

7.3 If the Contractor or any Employee abandons an Assignment without giving the required notice to Us We will hold the Contractor responsible for any losses We or the client may suffer as a result.

#### 8. INFORMATION WE REQUIRE

8.1 The Contractor is required to produce evidence of its Employees' eligibility to work within the United Kingdom forthwith upon Our request. In the event that the circumstances of any Employee changes in any manner that might affect their continued eligibility to work in this country, the Contractor shall immediately inform Us of the details.

8.2 The Contractor shall ensure that its Employees consent to Our from time to time obtaining a Disclosure and Barring Service check in relation to him/her and agrees to immediately notify Us if the Employee is convicted of any criminal offence.

8.3 The Contractor must furnish Us with proof of its Employees' identity as well as evidence of their experience, training and qualifications and full registration with the relevant professional regulatory body. The Contractor agrees that We may request additional information from them and/or from any professional body to which the Contractor belongs to determine the

Contractor's suitability for an Assignment and the Contractor shall ensure that its Employees have agreed that this information may be shared with Our client.

8.4 The Contractor shall ensure that its Employees consent to Our, Our subcontractors and agents and the client processing and storing the Employees' personal data (within the European Economic Area or elsewhere) pursuant to this agreement.

#### 9. MISCONDUCT AND TERMINATION

9.1 The Contractor shall immediately inform Us of any event that has resulted in disciplinary action being taken against the Contractor or any Employee, any allegations of misconduct, the suspension or dismissal for misconduct from any position in which the Employee was working in their professional capacity. The Contractor shall do this regardless of whether or not the Contractor considers the allegations to have any foundation or substance.

9.2 We, or the client, may alter, cancel or terminate the Contractor's or Employee's Assignment at any time without incurring any liability to the Contractor.

9.3 Further, We may terminate this agreement at any time and without notice.

9.4 Clauses 1.9, 1.11, 2.2, 3, 4.6, 4.7, 4.8, 4.9, 6, 8.4, 10 and 13.3 and such other clauses which by implication have effect after termination shall survive termination of this agreement.

#### 10. INSURANCE

10.1 The Contractor shall ensure that adequate insurance coverage, including but not limited to employer's liability insurance, public liability insurance, professional indemnity and clinical negligence and any other suitable insurances, is provided for both the Contractor and its Employees during an Assignment to cover their liabilities which may arise under or in connection with this agreement. The insurance cover so provided shall not be less than £5 million (£10 million in the case of a doctor), unless We have agreed, in writing, that cover of a lesser amount is adequate in the circumstances. The Contractor shall also ensure that, if any Employee is a surgeon, physician, doctor, dentist, nurse or midwife or other Allied Healthcare professions (including Social Workers) then the Employee belongs to and subscribes to and is insured by 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 Nursing or other equivalent organisation (in the case of a nurse) or the Royal College of Midwives or other equivalent organisation (in the case of a midwife) or other similar insurance scheme and that the insurance scheme covers all their liabilities which may arise under or in connection with this agreement. In the event that any Employee does not have such insurance cover the Contractor must inform Us immediately. The Contractor shall be responsible for and shall indemnify Us for any loss, liability, costs (including legal costs), damages or expenses that We may incur arising directly or indirectly from that failure.

10.2 The Contractor shall on request supply to Us copies of such insurance policies and evidence that the relevant premiums have been paid.

10.3 The Contractor shall comply (and shall ensure that its Employees comply) with all terms and conditions of the insurance policies at all times. If cover under the insurance policies shall lapse or not be renewed or be changed in any material way or if the Contractor is aware of any reason why the cover under the insurance policies may lapse or not be renewed or be changed in any material way, the Contractor shall notify Us without delay.

#### 11. INSOLVENCY

11.1 The Contractor shall immediately inform Us (and thereafter confirm the advice in writing) should it become insolvent, call a meeting of creditors, have an administrative receiver or an administrator appointed, enter into liquidation or is dissolved or subject to a petition for winding-up. We may cancel any Assignment and/or this agreement in such circumstances.

#### 12. STATUTORY OBLIGATIONS

12.1 The Contractor shall comply with the statutory requirements of VAT legislation, the Companies Act 1985 and the AWR and all other relevant statutory instruments, and codes of practice to which it is subject as an employer, including the Working Time Regulations 1998.

12.2 Where any Employee is liable to be taxed in the UK in respect of consideration received in connection with this agreement, the Contractor shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.

12.3 Where any Employee is liable to pay National Insurance Contributions (NICs) in respect of consideration received in connection with this agreement, the Contractor shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NIC's in respect of that consideration.

12.4 We may, at any time during the term of this agreement, request the Contractor to provide information which demonstrates how the Contractor complies with clauses 12.2 and 12.3 above or why those clauses do not apply to it. A request under this clause may specify the information which the Contractor must provide and the period within which the information must be provided.

12.5 We may terminate this agreement by serving notice on the Contractor if-

12.5.1 in the case of a request mentioned in clause 12.4 above, the Contractor fails to provide information in response to the request within a reasonable time, or the Contractor provides information which is inadequate to demonstrate either how the Contractor complies with clauses 12.2 and 12.3 above or why those clauses do not apply to it; or

12.5.2 we receive information which demonstrates that, at any time when clauses 12.2 and 12.3 apply to any Employee, the Contractor is not complying with those clauses.

12.6 We may supply any information which we receive under clause 12.4 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

#### 13. EXPENSES

13.1 The Contractor is responsible for the cost of its Employees' travel, meals, telephone calls and accommodation and any other business expenses. The Contractor must settle any amounts it owes the client before the Assignment is completed.

13.2 We will only reimburse the Contractor's expenses if We have previously agreed to do so in writing and payment for these expenses will be made directly to the Contractor and not to any Employee.

13.3 Any payment We may make to the Contractor in respect of an expense claim that the Contractor has presented to Us shall be made on the understanding that such amounts are paid as an advance only and that if subsequently the expense claim is not paid by the client for any reason We may reclaim these amounts from the Contractor.

#### 14. TIME SHEETS AND INVOICES

14.1 Time spent travelling to and from the client's premises, lunch breaks and other rest breaks shall not count as part of the working time for the purposes of preparing a time sheet.

14.2 At the end of each week of an Assignment (or in the case of an Assignment of less than one week's duration, at the end of the Assignment) the Contractor shall present to the client for signature a time sheet or other written record of the hours the Employee it provides for that Assignment has worked during the preceding period. The Contractor will thereafter submit the document to Us.

14.3 The Contractor shall supply, together with the time sheet, an invoice for the amount due from Us to the Contractor for the hours worked by any Employee it provides for any Assignment that week. The invoice shall bear the Contractor's full name, company registration number, registered address of the company and the Contractor's VAT number, where applicable. The invoice should also state whether any VAT is due thereon.

#### 15. HOLIDAY PAY

15.1 The Contractor is solely responsible for the holiday pay and leave arrangements of its Employees and is not entitled to any period of absence or any payment for any period during which the services are not provided.

#### 16. MISCELLANEOUS

16.1 The Contractor shall not be incorporated outside the United Kingdom.

16.2 The Contractor may not subcontract to any third party any of the services that it is required to perform under any Assignment without Our written consent.

16.3 The Contractor appreciates that the client may have approved a particular Employee of the Contractor on the basis of their unique track record, work history or qualification. Accordingly, after the client has approved a particular Employee the Contractor may not substitute another Employee without the prior approval of the client (which approval shall be sought solely through Our agency) and Our written approval, which will not be unreasonably withheld. In all cases, the substituted Employee must have the same level of skill and qualification as the first Employee approved for the Assignment.

16.4 Any notice to Us by the Contractor or its Employees in terms of Regulation 32(9) or 32(10) of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 shall be in writing. If the Contractor's or Employee's Assignments involve working with minors or any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care and attention these regulations will not apply.

16.5 We are not responsible for Our failure to fulfil Our obligations under this agreement if such failure is caused (directly or indirectly) by circumstances beyond Our control.

#### 17. DECLARATION

17.1 I confirm I have read the terms and conditions and agree to abide by them.

Candidate Name.....

Candidate Signature.....

Name of Limited Company .....

Position/title .....

Date.....