



Master Agreement for the Supply of Services

TERMS AND CONDITIONS

DEFINITIONS

"The Agent"	max20 Limited of Fairbank House, 27 Ashley Road, Altrincham, Cheshire, WA14 2DP
"The Supplier"	The Limited Company/Umbrella Company supplying the services.
"The Contractor"	The person(s) retained by the Supplier to perform the services for the agreement period as specified in the attached Contractor Schedule.
"The End-User"	The person, firm or company specified in the attached Contractor Schedule.
"The Services"	Contractor services to be supplied by the Supplier.
"Work-Seeker Legislation"	All legislation relating to or in connection with the provision of Work-Seeker Services
"Fees"	Monies due for the services as set out in the schedule and may include rates for the services, expenses and business mileage (where approved in advance by the End User). All fees must be duly authorised by a designated authority of the End User

1. The Agent and the Supplier agree to make available the Services to be performed by the Contractor for the End-User. If required, the Supplier shall have the right to supply one or more substitutes of equivalent expertise to work in place of the original personnel. The Supplier acknowledges that the End-User has the right, under its contract with max20, to refuse to accept the substitute personnel if in the reasonable view of the End-User, the substitute personnel have insufficient qualifications or expertise to carry out the Specification. Where substitution occurs, the other terms and conditions of this Agreement and the Contractor Schedule, and in particular (but not limited to) the rate to be paid for the Contractor will remain unchanged. For the avoidance of doubt, the Supplier shall be responsible for the payments and expenses of the substitute personnel. In the event that the Supplier cannot provide either the original personnel or acceptable substitute personnel, max20 is entitled to terminate this Agreement forthwith.
2. The End-User is under no obligation to offer further contracts or services to the Supplier nor is the Supplier under obligation to accept such contracts or services if offered. The Supplier is not obliged to make its services available except for the performance of its obligations under this Agreement. Both parties agree and intend that there be no mutuality of obligations either during or following the agreement, whatsoever.
3. The agreement shall run from the start date indicated in the Contractor Schedule until the end date indicated in the Contractor Schedule or until a date agreed between all parties. Should the End-User withdraw the offer of contract prior to the commencement of the contract then the Agent is under no obligation to offer said contract or any payment in lieu of Notice Period. Once the Contractor has commenced the contract then this agreement shall terminate automatically at the expiration of the Assignment Period, at which point any notice period will lapse. This Agreement is offered on the understanding that it will be completed in its entirety. The notice period, (which must be worked in full or the Supplier

will forfeit any unpaid monies) will be clearly stated in the Contractor schedule. Sickness or any other absence by the Contractor during the notice period will be deemed as inability to work the notice period in full and therefore the Supplier will forfeit any unpaid monies. Should the Supplier choose to give notice then this must be given, in writing, to the Agent and not the End-User. The Supplier has no contract with the End- User; the contract is with the Agent. Furthermore, should the Supplier terminate the Assignment for any reason without the agreement of max20 then they will forfeit any unpaid monies and/or notice period. The Contractor Schedule attached, and any extension shall be deemed a part of this agreement as if it were incorporated expressly herein. Any extensions or amendments to the Assignment will be notified to both parties. The offer of an extension does not automatically extend the notice period. The notice period, which may vary from extension to extension, will only become valid once the Contractor has commenced working the extended period. The Master Agreement for the Supply of Services continues to apply.

4. Working hours are normally 7.5 per day, 5 days per week (Monday to Friday). Any additional hours and /or Bank Holiday working must be agreed in writing with the End-User before payment can be made. All time off must be notified in advance to max20 before requesting from the End-User. Any unexpected time off must be verbally (not e- mail or answerphone) reported on the day of absence to both max20 and the End-User no later than 1 hour after your usual start time. In order to guarantee payment, timesheets & invoices must be submitted on a weekly basis to arrive at max20 Ltd Accounts Department no later than 5.00pm of the Monday following the week ending date.
5. At the beginning of your Assignment, payment for your first week's work will be paid into your Ltd Company Bank two weeks in arrears. That is, on the Friday of the 3rd working week. Thereafter you will be paid weekly provided timesheets & invoices are submitted in accordance with Clause 3. Failure to comply with Clause 3 will mean that the payment process will begin again as if it were your first week. That is, two weeks in arrears and then, weekly thereafter. Furthermore, any timesheets & invoices not received for a period of eight weeks or more will not be paid until max20 has received payment from the End- User. One way to avoid this happening is to submit authorised timesheets on a regular weekly basis even if you choose to submit your invoice, if applicable, at a much later date.
6. In consideration of the Services to be rendered by the Contractor, max20 Ltd shall pay Fees to the Supplier (whose receipt shall be a full and sufficient discharge therefore). Fees are not due and payable until the Supplier has rendered to max20 Ltd an invoice, if applicable, supported by signed & legally authorised timesheets. No attempt should be made to falsify timesheets, invoices or any other record or, in any other way defraud the End User. The timesheets will be in a form supplied to the Supplier by max20 Ltd, either manual or electronic versions and must be signed/authorised by both the Contractor and the End-user. Whilst max20 Ltd will make every effort to pay fees promptly, it cannot be held responsible for any Bank charges incurred, due to late payment or uncleared effects.
7. The Contractor shall perform the Services at the Location of the End-User as specified in the Contractor Schedule or for such other locations as may be agreed between parties. This agreement may be suspended by max20 Ltd if the Services cannot be commenced, continued or completed or if max20 Ltd is unable to perform its obligations hereunder by reason of force majeure, fire, flood, aircraft damage, explosion, electrical failure, industrial action or government action or any other cause whatsoever (whether or not of a similar nature to the foregoing) which is not within the control of max20 Ltd. max20 Ltd shall give notice of suspension to the Supplier (stating the event relied upon) as soon as is reasonably practical in the circumstances but without prejudice to max20 Ltd.'s rights of suspension hereunder.

8. The Supplier shall be liable for any defects arising as a result of the provision of the Services and the Supplier shall rectify at its own cost such notified defects as may be capable of remedy.
9. max20 Ltd will terminate this Agreement without notice or payment for notice in the event of:
 - a) The End-User terminating its agreement with max20 Ltd for the supply of the Contractor's services due to the failure of the Contractor to maintain the standard of competence, conduct or attendance as the End-User reasonably requires of the Contractor. Max20 is not under any obligation to provide detailed information relating to the reasons for termination of an Assignment.
 - b) Any breach by the Supplier or the Contractor of any of the provisions of this Agreement.
 - c) The End-User is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation, if a different legal entity, shall agree to be bound by and assume the obligations of the relevant party under this agreement) or compounds with or convenes a meeting of its creditors or has a receiver, manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which, in the opinion of the party giving notice, means that the other maybe unable to pay its debts.
10. The Supplier shall retain responsibility for the Supplier's personnel and confirms that appropriate levels of insurance cover the personnel supplied during the whole of the assignment. This includes adequate employers' liability insurance, public liability insurance and professional indemnity insurance. The Supplier shall provide evidence of cover upon request. Furthermore, should the Contractor utilise a motor vehicle in connection with the supply of services to the End-User the Supplier warrants that up-to-date motor vehicle insurance covering business use is in place. Furthermore, the Supplier and /or its contractor must be aware of and comply with the requirements of IR35 legislation.
11. The Supplier and the Supplier's personnel will comply with any relevant legislation or regulations relating to the Contractor Status or the working environment such as health and safety regulations or similar requirements. During the course of the supply of services, the Supplier's personnel may have access to highly sensitive information concerning the End-User, patients and possibly staff, which must be treated with strict confidentiality at all times.
12. The Supplier agrees that all Intellectual Property Rights and any other proprietary rights whatsoever in any documentation and other material, including computer programs provided by the Contractor in connection with the performance of the Services shall vest in the End- User and the Supplier agrees to assist the End- User in obtaining any necessary licence or patent in relation to such copyright and all other Intellectual Property Rights. The Supplier warrants that the Contractor has the right to use all software that they may utilise in connection with the Services and that such use does not infringe any third-party property rights. All trade professional secrets proprietary or other information supplied by the End-User to max20 or to the Contractor shall remain the property of the End-User and the parties agree that they will not disclose to any person, firm or company any secret or confidential information or method of working revealed by the End- User for the purpose of this Assignment without first obtaining the written consent of the End-User. The provisions of the clause will continue to be binding on the parties hereto notwithstanding termination of this Agreement.

13. The relationship between the parties is one between independent businesses acting at arm's length and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel. For the purpose of this Agreement, max20 is acting as an Employment Business.
14. In accordance with the requirements of the Conduct of Employment Agencies and Employment Business Regulations 2003, the Supplier company is hereby notified that it is engaged under a Contract of Service with a third-party subcontractor. This is an OPT OUT contract. By signing the attached Contractor Schedule, the Contractor and the Contractor's limited company agree to be bound by the terms of this OPT Out Disclaimer. In particular that the provisions of the Conduct of Employment Agencies and Employment Business Regulations 2003 do not apply.
15. max20 is committed to providing a high-level service to its customers, both end-users and Contractors. If you do not receive satisfaction from us, you need to tell us about it. If you have a complaint you need to write to us or e-mail admin@max20.com in the first instance. We will acknowledge your complaint within 2 working days of our receipt. We will use reasonable endeavours' to ensure that all complaints are resolved within 10 days of the complaint being notified to us, unless the nature of the complaint requires additional investigation or action by a Professional and Regulatory Body, or other government organisation. The details of how the complaint has been resolved will be notified in writing as soon as possible thereafter.
16. Should the Supplier or its Contractor, at any time, become subject to: -
 - i) any investigation or prosecution which could lead to a conviction
 - ii) be suspended by any relevant Professional Body
 - iii) currently, have been or becomes subject to any kind of investigation by an NHS Body, other Wider Public Sector body or Professional Regulatory body.

Shall immediately inform The Agent who may where appropriate inform the End-User of such investigation, prosecution or suspension. Failure to comply with the above may result in further action being taken by The Agent or the Supplier.

19. By accepting this Assignment, the Contractor confirms that he/she has declared if he/she has been convicted of a criminal offence (other than convictions which are spent in terms of the Rehabilitation of Offenders Act 1974, as amended). If required, the Contractor agrees to undergo a DBS check which will be facilitated by max20.
20. By accepting this Assignment, the Contractor acknowledges and agrees that the Agent is permitted to hold personal information about the Contractor as part of its personnel and other business records, and that the Agent may use such information in the course of its business. The Contractor agrees that the Agent may disclose information about the Contractor to third parties (including auditors of max20) if it considers that to do so is required for the proper conduct of the Agent's business or that of any associated company. This clause applies to information held, used or disclosed in any medium.
21. Following notification from the Chief Secretary of the Treasury, Contractors working through their own Ltd Company may be required to provide, to the NHS End-User they are assigned to, proof that their Income tax and NI obligations are being met, under the;
 - (a) Income Tax (Earnings & Pensions) Act 2003 and all other statutes & regulations relating to income tax and
 - (b) the Social Security Contributions & Benefits Act 1992 and all other statutes & regulations relating to national insurance contributions and
 - (c) Social Security Contributions (Intermediaries) Regulations 2000.

22. The End-User will have third party rights under the Contracts (Rights of Third Parties) Act 1999 which permits the End-User to enforce the terms of the Assignment. If a Contractor/Supplier were to refuse or not comply with any requests for information, the End-User may immediately terminate the Assignment.
 23. Contractors must not use e-mail, telephones & Internet Facilities for personal use at a Client site. Dress Code should be observed according to the Clients expectations. Contractors must not canvass/advertise any other business interests whilst on assignment for max20 Ltd, directly or indirectly. If any of this is disregarded, it may result in the termination of the Assignment by the Client.
 24. The Contractor must upon request and, in any event, on the termination of the Assignment immediately return to max20 or the end user, either in person or by recorded delivery, any property belonging to the End-User which may be in the Contractor's possession or under their control, otherwise max20 reserve the right to withhold any monies owing. The Contractor must also return any name badges, supplied by the Agent or the end user, to the Agent or the end user at the end of their Assignment or be liable for the cost involved. Furthermore, an appropriate, professional handover of work must be given to the authorised End-User giving accurate and legible records. There must be no attempt to falsify such records.
 25. max20 Ltd has introduced a mandatory Health check from August 2009. The basic health check will cost £25.00 which will be funded by max20. Provided the Contractor completes the Assignment in full, there will be no charge to the Contractor. Should the Contractor not complete the Assignment in full then max20 reserve the right to deduct the full cost of the health check from any monies owing. During the course of a contract, max20 needs to be informed if a health issue develops which was not apparent at the time of completing the Health Questionnaire or if there has been a significant change in medication that could affect your ability to perform the role.
 26. You will be required to carry out various on-line training courses prior to commencing an assignment with max20. These tests are on-line and multi-choice questions. The cost for these tests is included in the £25.00 basic health check as detailed in clause 25 above. Provided you complete your contract or work the appropriate notice period (which will be clearly stated on your contract) then we will not charge for this. However, should you terminate the contract or leave without working the agreed notice period then max20 reserves the right to reclaim this amount from any monies owing to you. Any renewals necessary for this role will be charged to the contractor.
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