



WORK FINDER AGREEMENT

Terms & Conditions for Agency Work

Our obligations to you

1. Whilst your details are registered on our database:
 - A. We may from time to time and at our sole discretion search for work opportunities for you, usually within the Work Types, and if we consider any opportunity may be suitable we may inform you of any terms proposed.
 - B. We may, where appropriate in each case, arrange an interview for you to meet a Client and assist in concluding any negotiations but we offer no guarantee that an opportunity we inform you of will be capable of being progressed.
2. The personal data that you provide to us will be processed for the necessary performance of our work finding arrangements in accordance with the current data protection legislation and any legal obligation which Medic Now is subject to in its role as your work-finder, and by signing this form you consent to your personal information being provided to a potential hirer or other third party, to include other companies within Your World Recruitment Group (YWRG), for those purposes.
3. If you do not wish us to provide your information to any particular potential hirer or to another company within YWRG it is important that you inform us in writing, providing us with sufficient detail so that we can recognise all of the persons or organisations you wish to exclude, and we cannot accept any liability if we provide your information to any potential hirer other than one you have specifically excluded.
4. You acknowledge that this agreement between you and us is for work finding services only and you are not our employee, nor are you engaged directly by us for any purpose.

Your agreement

In consideration of registration of your details on our database, whilst you are so registered, you agree:

1. That you have read and agree to the terms in our [Privacy Notice](#)
2. To provide us with a full and accurate curriculum vitae if you have not already done so, and, if we request it, proper evidence of your entitlement to work in the United Kingdom and any qualifications or certificates that are referred to in your curriculum vitae or otherwise disclosed by you.
3. To provide us with any information we reasonably request and any information relevant to the decision of a Client to engage you including information that may result in the best interests of a Client being affected in any way, whether relating to your health or ability to perform work efficiently or otherwise (including charges for criminal offences and undischarged criminal convictions).
4. To our verification of, retention, and use of all information and documents we obtain, either from you or from any other party, relating to you, for the purpose of our statutory obligations and for locating work for you, including the provision of such information and documentation to a Client, and relevant use by the Client, but you may withdraw your consent by notice in writing to us at any time and thereafter we shall only provide such information and documents where required by law.
5. Paragraph 4 shall apply to information received by us both before and after commencement of any engagement or assignment we arrange, and you warrant that all information you provide hereunder shall be full and accurate in all material respects.
6. Upon request, to provide us with names of suitable referees that are not relatives as defined in regulations.
7. If, either before or during an Assignment, you become aware of any reason why you may not be suitable for an Assignment, including but not limited to, no longer being compliant to carry out the Assignment, not having the requisite training, experience or qualifications, you will notify us without delay. If you continue to work on an Assignment that you are not compliant for, and you do not notify us of this, we will be under no obligation to pay you, and we may need to inform the relevant professional body.
8. If you are working under a visa, you must not work more than the hours permitted as per the terms of that visa. If you work hours in contrary to the terms of your visa, you will only be paid by us for the hours you were permitted to work under the visa.
9. You must be compliant to all Medic Now compliance requirements before any shift is worked. Should any of the compliance

Medic Now

Work finder agreement

criteria have expired you must not work a shift and if you do you will not be paid. This includes but is not limited to a valid DBS, training, professional registration, fit to work certificate, and right to work. It is your responsibility to ensure none of their compliance expires and that all documents are supplied 72 hours prior to a booking to allow all documentation to be validated. Documents that are not validated are invalid.

10. You warrant that in relation to these Terms, you will 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 us or the Hirer to breach any Data Protection Laws.
11. At all times to act in good faith towards us, and advise us if you wish your registration on our database to be removed.
12. To irrevocably indemnify Medic Now and our clients in respect of:
 - A. any income tax and/or primary class 1 (employee) national insurance contributions or other financial liabilities arising from the provision of your services, in the event that they are not duly met by your nominated intermediary, should you elect to be paid via an intermediary;
 - B. any secondary class 1 (employer) national insurance contributions (or any similar liability for social security contribution in any jurisdiction) that Medic Now is liable to pay (or reasonably believes it is liable to pay); and
 - C. any interest and penalties that Medic Now is liable to account for together with any costs reasonably and properly incurred by Medic Now in relation to the provision of your services via your nominated Intermediary company (as above).

General

It is further agreed that:

1. It is agreed that unless otherwise stated and confirmed by us, when work is obtained for you, you shall be paid by Medic Now as an agency worker and Medic Now will make the appropriate PAYE deductions.
2. Subject to paragraph 3, if you wish to be paid by an intermediary, including an umbrella company or personal service company, you should inform Medic Now as soon as possible in writing, and immediately upon you accepting the assignment. Medic Now cannot facilitate any payment arrangement that they are not informed of prior to the assignment commencing.
3. Subject to paragraph 4, on receipt of confirmation that you would like to be paid via an intermediary, Medic Now will consider whether they can facilitate agency work whereby you are paid by your requested intermediary. For the avoidance of doubt, Medic Now have discretion to reject your request to be paid via particular intermediaries. You will be informed of this decision in writing as soon as reasonably possible.
4. Subject to paragraph 5, if we reject your request to be paid by a particular intermediary and you proceed to carry out the assignment, you will be paid by Medic Now pursuant to paragraph 1.
5. Payments made to you will vary depending on how you opt to be paid. We have supplied a generic fact sheet which contains the key information for the various payment methods that we can facilitate.
6. Whilst we shall at all times act in good faith, we may remove your details from our database at any time.
7. We have no obligation to provide you with any information or service other than specifically as set out in this agreement or required by law.
8. We do not guarantee that any work will be found, and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you.
9. You recognise that a Client may withdraw an opportunity at any time before you have formally agreed to become engaged by such Client, and, whilst we shall endeavour to obtain accurate information from a Client, whether as to a role, nature of the work or otherwise, we accept no liability for information we have passed to you in good faith and cannot guarantee its accuracy.
10. You recognise that if you opt to work via an intermediary, we accept no liability if they decide not to engage you for any reason.
11. We shall not be liable for any loss or damages if work found for you is not suitable; for any action tort or breach of contract by a Client or intermediary; and for any failure by us to provide any information or service (save to the extent strictly required by law or arising out of any representation made by a Client or an intermediary to you, or by us to you in good

Medic Now

Work finder agreement

faith and deriving from inaccurate or incomplete information provided by a Client or an intermediary to us).

12. Our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £20,000 save where a limit is precluded by law.
13. No provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination and all the provisions of this agreement are reasonable.
14. Each portion of this agreement, defined by punctuation, and paragraphs, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion of this agreement that may otherwise be void; subject thereto a void portion may be severed, and the remaining provisions, including any such modified hereunder, shall continue in force.
15. Clauses intended to have effect following termination shall survive termination.
16. This agreement will continue until terminated by either party in writing.
17. This agreement is the sole agreement between you and us, supersedes any previous agreement relating to our services, and you have not relied on any representation made by us that is not set out in this agreement, and this agreement may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised officer.
18. We may assign our rights and obligations under this agreement, but you may not do so without our prior written consent.
19. The Laws of England and Wales govern this agreement, and the English Courts have sole jurisdiction.

Definitions and meanings

Client: A client of Medic Now, including any third party with whom we have a relationship of any kind as a client, or potential client, who may be interested in engaging you for an assignment, or does engage you, or who may wish to utilise your services on assignment in any way. For the avoidance of doubt, references to 'Hirer' shall have the same meaning as 'Client'.

Regulations: The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

Work Types: The types of work we shall seek for you.