

Master Agreement for the Supply of Services

TERMS AND CONDITIONS

DEFINITIONS

"The Agent "	max20 Limited of Chapel House, Borough Road, Altrincham, Cheshire, WA15 9RA.
"The Supplier"	The Limited 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 the attached Contractor Schedule.
"The Services"	Consultancy services to be supplied by the Supplier.

Government Procurement Service

Max20 Ltd operates under the Government Procurement Service Framework (Agreement Number: CMAAC095124). The Terms & Conditions apply to all Assignments raised by max20 Ltd. Details can be found at:

www.buyingsolutions.gov.uk/services/ResourcingServices/resourcingsolutionshealth/nonmedicalnonclinical/

or by contacting max20 Ltd

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 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. This agreement shall terminate automatically at the end date shown in the Assignment details, at which point any notice period will lapse. This Agreement is offered on the understanding that it will be completed in its entirety. Furthermore, if the Assignment is for full-time hours (Monday-Friday, 5 days per week), then the contractor is not allowed to work for any other Client, during this time, without the express permission of max20. Failure to observe this clause would result in the automatic termination of the Assignment and any monies due will be unpaid. Any discrepancy may also be referred to NHS Counterfraud. The notice period, (which must be worked or the contractor will forfeit any unpaid monies), will be clearly stated in the Contractor Schedule. Should the contractor terminate the Assignment without the agreement of max20 then they will forfeit any unpaid monies. 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.

3. The hours of work are clearly indicated in the Contractor Schedule and the Contractor agrees to abide by these hours. Hours are normally 7.5 per day for a 37.5 week. All time off must be agreed in advance with the End-User. Any 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 start time. Suppliers shall submit timesheets and invoices on a weekly basis to arrive at max20 Ltd accounts department no later than Monday p.m. following the week ending date. Invoices and time sheets will be processed for payment two weeks in arrears, on the 3rd working week. max20 cannot and will not provide advances of payment for any reason. Any overtime and Bank Holiday payments must be agreed with the Client before payment can be made.
4. 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 supported by signed & legally authorised timesheets. The timesheets will be in a form supplied to the Supplier by max20 Ltd and must be signed 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.
5. 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.
6. The Supplier shall retain responsibility for the Supplier's personnel and confirms that appropriate levels of insurance cover the personnel supplied. 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. All trade professional secrets proprietary or other information supplied by the End-User to max20 or to the Contractor or vice versa shall remain the property of the disclosing party 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 one to the other for the purpose of this Assignment without first obtaining the written consent of the disclosing party. The provisions of the clause will continue to be binding on the parties hereto notwithstanding termination of this Agreement.
7. 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 may be unable to pay its debts.
8. The relationship between the parties is one between independent businesses acting at arms 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.
9. 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.
10. 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 5 working days of our receipt. We will record and investigate within 15 days of receipt and reply. If you are not satisfied with the response you can write to our Managing Director and we will re-examine the complaint and reply again within 15 days of receipt. If you are still not satisfied you can contact the Employment Agencies Standards Inspectorate at the Department for Business Enterprise & Regulatory Reform.
11. By accepting this Assignment the contractor confirms that he/she has not 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 an enhanced CRB check which will be funded by max20 at a cost of £100.00. 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 enhanced CRB from any monies owing.
12. 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 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.
13. Contractors must not use e-mail, telephones & Internet Facilities for personal use at a Client site. Dress Code must be followed or be dressed 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.

14. The contractor must upon request and, in any event, on the termination of the Assignment immediately return to the End-User or max20 (whichever is appropriate) any property belonging to them which may be in the contractors possession or under their control, otherwise max20 reserve the right to withhold any monies owing.
15. 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.

