



TERMS AND CONDITIONS OF MEMBERSHIP

The terms and conditions set out below (the “Conditions of Membership”) shall govern the relationship between Pearl Group UK (HealthCare) and you during any period in which you are providing your services to Pearl Group UK (HealthCare). There is no contractual relationship between us outside of these periods. It is a condition of Membership that you read and fully understand these conditions. We will be pleased to clarify any points you do not understand.

1. The Role of Pearl Group UK

Pearl Group UK is licensed in accordance with the Nurses’ Agencies Act, 1957 the Nurses’ Act, 1951: the Nurses’ Agencies Regulations, 1961; and any statutory modifications or re-enactments thereof. Pearl Group UK will offer work to its Members within the Healthcare and Nursing Industry when work is available. There is no obligation to offer any level of work to you or any obligation upon you to accept work.

2. Assignments

Pearl Group UK makes every effort to find Members work in the Healthcare and Nursing but will make no guarantee that we shall always be able to do this. Temporary work assignments are made in accordance with the terms of this Agreement and the terms of Business (copies of which are available upon request) Members must keep any appointments or arrangements that are made for them. Members who are unable to report for duty for any reason whatsoever must telephone Pearl Group UK Manager immediately so that every effort can be made to find a replacement under no circumstances may any person who is not a Member of Pearl Group UK be introduced to a case.

3. Payment

Pearl Group UK makes payments to Members in advance of fees earned by them, and Members irrevocably appoint Pearl Group UK to collect and recover fees, expenses, charges and extras in the name of Pearl Group UK. Members will be paid regardless of Pearl Group UK receiving payment from the client. All monies due to Pearl Group UK will be deducted from the monies received

from the client. All assignments must be booked through Pearl Group UK. The payment rates are subject to change as negotiated with clients. Pearl Group UK will not pay below the government minimum rate of £6.50.

4. Fees and Expenses

Payment in advance of fees earned by Members is made weekly by Bankers Automated Clearing Services (BACS), accompanied by a full statement. An appropriate deduction will be made in respect of Professional Negligence Indemnity Insurance (see



clause 23 below) Accounts prepared by Pearl Group UK on behalf of Members are usually submitted weekly.

5. Timesheets

Fully completed and signed timesheets must be submitted to the payroll branch weekly, to arrive no later than Monday noon, in order for payment to be made promptly. Failure to submit a completed timesheet may result in payment being delayed. To fulfil our record keeping obligations, hours worked will continue to be monitored on a timesheet basis. All timesheets must be completed correctly.

6. Members Employment Status

Members are self-employed in all cases) Members may be deemed employees for the purpose of PAYE and Class One National Insurance Contributions only In appropriate cases, PAYE tax deductions will be made from Members' fees and National Insurance Contributions will be collected by Pearl Group UK. Because Members' "contracts" exist only for the period of each duty, Pearl Group UK does not usually pay statutory sick pay or holiday pay. Members should make enquiries to their local DSS office with regard to sickness benefit. Members who are under Umbrella Companies and Limited Companies are not eligible for holiday pay or benefits from Pearl Group UK due to that there are no PAYE deductions, Class one and two National Insurance Contributions.

7. Standards of Conduct

Members of Pearl Group UK must at all times maintain the highest professional standards and comply with Pearl Group UK policies and procedures. Members are also required to adhere to the policies, procedures and requirements of the client and workplace and comply with the codes of conduct of any professional organisation to which they belong.

8. Uniform

Members will be required to purchase a Pearl Group UK uniform for £15.00 and are obliged to wear the uniform at all times. The only exceptions to this condition are (a) where the Client provides their own uniform, or (b) where the Client does not wish one to be worn. Members will be able to return their unworn uniform to any of the Pearl Group UK branch and a refund will be made via the same method of payment.

9. Changes to Personal Details

The Member's Pearl Group UK branch must be notified immediately in writing of changes of address, telephone number or bank details. Failure to notify such changes may result in non-receipt of statement of fees and other correspondence loss of assignments, or incorrect or non-payment of fees.



10. Incomplete Assignments

Members wishing to leave an assignment before its completion must inform their Pearl Group UK branch immediately and give at least one week's notice to the client

11. Termination of Membership

Members may terminate their Membership of Pearl Group UK at any time and one weeks' notice must be given if an assignment is in progress and likewise Pearl Group UK may terminate Membership of the Temporary Worker at any time and one weeks' notice will be given if an assignment is progress. If a Member wishes to take up any appointment with a client introduced by Pearl Group UK within 6 months of the termination of Membership, the Member must notify their Pearl Group UK branch in writing, as a fee will be due from the client. Failure to inform Pearl Group UK will jeopardise future work opportunities.

12. Client Care/Reports

Changes in patients' mental and physical condition should be reported to the appropriate person Detailed records must be kept in accordance with both Client and agency requirements, as required by the Pearl Group UK Branch Manager.

13. On-Call

For the purposes of the Working Time Regulations, time spent "on-call" whilst not working will not count towards a member's working time unless and until the Member is called to work

14. Time Off

Members who wish to have time off from an assignment, must give Pearl Group UK at least one week's notice to find a suitable replacement for the period of absence.

15. Paid Holiday

The Working Time Regulations provide that Members who work for 12 consecutive weeks (the qualifying period) will, from 1 October 2011 begin to accrue a right to paid holiday on a pro-rata basis equivalent to full time employment of 5.6 weeks per year. This right is broken should you cease to work continuously. However Pearl Group UK has decided to offer greater benefits to you by giving you the entitlement to accrue 12.07% of the total hours worked in any given week. If you have a period of 6 months or more without undertaking any assignments you will need to re-work the qualifying period to accrue more hours. Pearl Group UK' holiday year commences from 1 April and runs through to the 30th of March. The purpose of the entitlement to paid holiday is to ensure that you take time off work, Pearl Group UK therefore recommends that you do not work during your holiday period.



16. Working Hours

In compliance with the implementation of the Working Time Regulations, Pearl Group UK recommends that working time (including any time that you personally provide your services to anyone else) should not exceed 48 hours per week (average over a period of 17 weeks). However, should you wish to waive this right, please indicate this preference by ticking Yes/No in the box provided below. Members can withdraw the option to work in excess of 48 hours per week at any time by providing 3 months written notice to their local New Linc Limited. Working Time shall include only the period of attendance at

each individual assignment through Pearl Group UK. It shall not include travelling time unless specifically agreed in advance by the Pearl Group UK Manager.

Y/N

17. Daily Rest Period

All members should be provided with the opportunity to take 20 minutes unpaid break during assignments of 6 hours duration or more. It is the responsibility of the Member to ensure this is taken in the course of work. Members are entitled to take 11 hours of consecutive rest per day. In circumstances in which flexible practice is required such as home care, sleepovers, hospitals, residential homes, prisons. etc., and there is no opportunity to take rest breaks, this is permitted providing an equivalent break or compensatory rest period is agreed at the convenience of the Member and Client. However, where an agreement has been reached by collective means within the established workforce,

Members will be bound by that agreement in relation to working hours. This will not entitle Members to any other benefits or provisions under such collective agreements. Members are not entitled to receive pay during any rest breaks.

18. Shift Workers

Members are entitled to 11 hours of daily consecutive rest, but this does not apply in relation to shift workers who cannot take a daily rest period between the end of one shift and the start of the next one. In these circumstances, clause 17 relating to rest period applies and an equivalent break of compensatory rest period must be agreed at the convenience of Member and Client and agreed weekly hours must not be exceeded.

19. Night Shifts

Members have the opportunity to undergo a health assessment prior to night duty assignments for which they will not be charged. (This can be arranged through their local branch.) Night duty hours must not exceed 8 hours in 24 hours, and this is averaged over a standard period of 17 weeks. (In certain circumstances in which flexible practice is required, clause 17 relating to rest periods applies, and individual



agreements between the Member and Pearl Group UK branch management must be reached if night hours are to exceed this limit. In these circumstances, an equivalent break of compensatory rest period is agreed at the convenience of the Member and Client.)

20. Members' Health

Membership of Pearl Group UK is conditional upon true statement of the details of a Member's mental and physical health as set out in the application form, and upon the understanding that a Member must be in a state of good health when reporting for each and every duty. Failure to provide all accurate declaration of health or to update the local Pearl Group UK ranch of any change could jeopardise Pearl Group UK Membership.

21. Health and Safety

Members, as self-employed persons, determine their working hours through accepting or refusing assignments offered. Members are individually responsible for ensuring their chosen working hours (including all work other than through Pearl Group UK are compatible with their own health and safety at work and that of patients, clients and colleagues. As self-employed persons, Members have a personal responsibility to regard health and safety polices and fully co-operate with those in charge of the workplace. Members are required to assess for any risks in the workplace and maintain a safe environment both for themselves, other staff and Clients. Often, this will involve working to established health and safety practices, but private householders are unlikely to have such a detailed knowledge, so particular care is required when providing home care services. Members are also requested to report any communicable diseases to the Branch Manager, even following termination of contract. This enables Pearl Group UK to fulfill the obligation under RIDDOR (reporting of Injuries, Diseases and Dangerous Occurrences Regulations, 1995) to protect both Client and staff health and safety, whilst maintaining optimum confidentiality to all Members.

22. Negligence

If a Member is removed from an assignment or a complaint for misconduct or professional negligence is received, Pearl Group UK reserves the right to withhold payment in advance of fees earned by the Member



23. Professional Negligence Indemnity Insurance

Pearl Group UK has a Professional Negligence Indemnity Scheme. Membership of the scheme is compulsory and a charge of £1.00 per payslip is automatically deducted from Members' fees. Under the terms of the scheme, each member is covered for negligence claims arising out of any work assignment arranged through Pearl Group UK to a maximum of £4,000,000. A copy of the certificate confirming the Professional Negligence Insurance Policy is available for inspection at any Pearl Group UK branch.

24. Identification

Members must carry their NMC PIN card and wear a Pearl Group UK Nursing ID. Badge at all times whilst on duty, or whilst on the Client's premises, going to, or coming off, an assignment. Members will be issued with 2 ID Badges and will be charged a £5.00 penalty fee to replace a lost ID Badge.

25. Data Protection

Pearl Group UK holds information on Members' racial or ethnic origin, religious beliefs, health and criminal records. This sensitive information is held for monitoring purposes only. However, Pearl Group UK may use other, non-sensitive information supplied by you to occasionally send, or arrange to send, information which we believe will be of interest to Members. If you do not wish us to pass on this non-sensitive information about you please mark the relevant box below