

TERMS OF BUSINESS



WHY CHOOSE HEALTHWORKS?

As a company, we aim to put great people into fulfilling long-term or interim management roles.

- Our team live and breathe care, having worked in the sector for many years.
- We make it easy by taking candidates through the process; screening, references, DBS checks and continued support thereafter.
- That way, clients get the most suitable managers specific to their service's needs.
- We incentivise all candidates with a week for friends and family in the HealthWorks holiday cottage after they have celebrated 12 months in their new permanent role or once they have finished their second interim placement.
- We offer free-of-charge analysis of your current job marketing and pay packages
- We also offer a free CQC consultation with our in-house CQC expert

OUR PLEDGE TO CLIENTS

We promise to be your consultative partner at all stages on the journey to place your ideal candidate. Communication is paramount, keeping you informed constantly. Sometimes 'no news is news'.

- Taking the brief: we will take your brief accurately and completely, ensuring we know everything we need to search for the ideal candidate: your culture and values, non-negotiable requirements for the role, challenges and opportunities in the role, ideal candidate specification, salary and package options.
- Sourcing candidates: we will use all routes to source active and passive candidates, leaving no stone unturned to find the best candidates in market.
- Presenting candidates: we will present a shortlist of high-quality candidates who have been interviewed about the position and are genuinely interested in the role. We will feed back to all candidates at every stage, ensuring their experience with you is as positive as possible, even if they are not ultimately successful.
- Arranging interviews: we will move swiftly to arrange interviews for selected candidates in the format of your choice, telephone, online or face-to-face. We will make any offers to successful candidates on your behalf, feed back to those unsuccessful and support with any negotiations to ensure you bring on board your chosen candidate.
- Pre-start day: we will provide all reference and DBS information needed to ensure everything runs smoothly for you.
- Start day: throughout the pre-start and notice period we will communicate constantly with the candidate to pre-empt counter offers and ensure they are well-supported and ready to join your company.
- Probation period: once the candidate starts, we will communicate regularly with both you and them to ensure they settle in well and any queries arising are addressed quickly and collaboratively.

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DEFINITIONS

1.1 In these Conditions (as defined below) the following words and expressions shall have the meanings ascribed to them below:

“Candidate” means the person introduced by HealthWorks to the Client to be considered for an Engagement (whether known to the Client or not);

“Client” means any company, firm or person for whom HealthWorks provides recruitment services (including for this purpose its subsidiaries, holding companies/LLPs and associated companies/LLPs;

“Commencement date” means the date upon which a Candidate as appropriate commences employment with a Client or with a third party following an introduction or referral by a Client;

“Conditions” means these terms and conditions;

“HealthWorks” means HealthWorks Ltd, registered office: Electra House, Electra Way, Crewe, CW1 6GL.

“Engagement” means the appointment, whether directly or indirectly, of a Candidate at any time up to twelve months after the date of the last interview or initial introduction, whichever is the latter, and includes any business partnership or contract for services or self-employment and any contract between the Client and a Company/LLP with which a Candidate is or becomes employed or to which he/she provides services;

"Introduction Fee" means the fee charged by HealthWorks for introducing the Candidate to the Client.

The introduction fee also includes earnings which are guaranteed, inducement payments and car allowances.

"Weekly Fee" means the fee charged by HealthWork for the services provided by the Candidate on a weekly basis.

1.2 The headings to the clauses shall not affect its construction.



THIS AGREEMENT

2.1 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.2 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

2.3 This Agreement shall commence on 8/6/2023.

2.4 In the case of Interim Support, this agreement shall continue for a minimum of 12 weeks. Notice to terminate this agreement should be given, in writing, no later than at the end of week 8.

2.5 Following the initial 12 weeks of Interim Support, this Agreement may be extended for up to any length of time but will be subject to a minimum extension period of 4 weeks. Any extension to this Agreement must be made in writing no later than at the end of the initial 12-week period.

2.6 In the case of Permanent Recruitment, this agreement shall continue until the services set out in Schedule 1 of this Agreement have been completed in full, and any replacements provided in accordance with clause 4.7 of this Agreement.

HEALTHWORKS RESOURCING OBLIGATIONS

3.1 HealthWorks shall use reasonable endeavours to supply the Services in accordance with this Agreement in all material respects.

3.2 HealthWorks shall use reasonable endeavours to meet any performance dates specified in Schedule 1 but any such dates shall be estimates only and time for performance by HealthWorks shall not be of the essence of this Agreement.

3.3 When putting applicants forward to the Client in performance of the Services, the Client endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity; that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Candidate is willing to work in the position which the Client seeks to fill. Confirmation of experience shall mean confirmation by way of an interview with a Consultant or receipt of a reference (either written or verbal) that the Candidate has the number of years of experience stated in their curriculum vitae.



FEES

4.1 The Client agrees to pay to HealthWorks the Charges set out in Schedule 2 in accordance with the terms of Schedule 2 provided the Services are delivered.

4.2 The Client shall pay the invoice submitted to it by HealthWorks promptly and in accordance with the payment terms set out in Schedule 2 of this Agreement into a bank account nominated in writing by HealthWorks from time to time.

4.3 Without prejudice to any other right or remedy that it may have if the Client fails to pay HealthWorks any sum due under this Agreement on the due date, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%. HealthWorks may suspend all or part of the Services until payment has been made in full.

4.4 All sums payable to HealthWorks shall be paid in full without any set-off, counterclaim, deduction or withholding other than any deduction or withholding of tax as required by law.

4.5 Any deposit or advance payment paid by the Client to HealthWorks covers the upfront costs for candidate searches and checks, advertising and marketing fees and as such is non-refundable.

4.6 Any charges to the Client for the recruitment of permanent part-time, freelance, or any other prorated roles will be calculated based on the full-time equivalent annual salary for the role as set out in Schedule 2 of this Agreement.

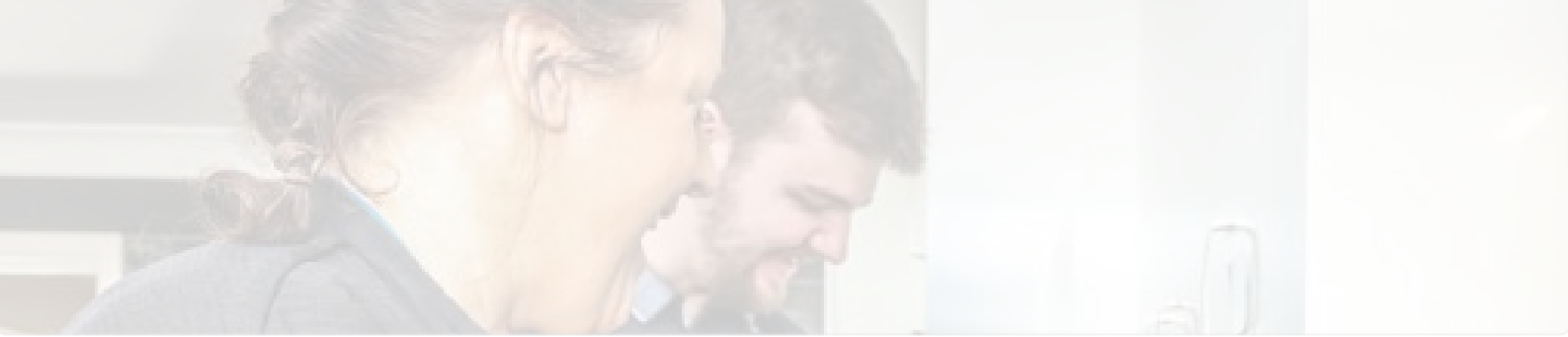
4.7 Following the successful placement of an Interim Candidate, the Client shall agree to give one month's notice prior to the end of their initial term should they wish to terminate their contract.

4.8 Following the successful engagement of a permanent Candidate, if notice is served to terminate the employment (for any reason whatsoever) the following will apply:

- Within 3 calendar months of appointment, no refund will be made to the Client. However, HealthWorks will provide the Client with one replacement candidate free of charge.

4.9 In the event that an offer is withdrawn for any reason by the Client following their acceptance of a Candidate, and the acceptance of the Client's offer by a Candidate, the full recruitment fee remains payable to HealthWorks.

4.10 Following the initial term, if an Interim Candidate introduced to the Client by HealthWorks is offered a permanent position, a charge equal to 15% of the agreed annual salary will be payable to HealthWorks.



TERMINATION

5.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- 5.1.1 the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 5.1.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 5.1.3 the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation or has a receiver, administrative receiver or administrator appointed or otherwise suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

5.2 Without affecting any other right or remedy available to it, HealthWorks may terminate this Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default for not less than 14 days after being notified in writing to make such payment.

5.3 On termination or expiry of this Agreement, subject to the provisions of this Agreement, the Client shall immediately pay to HealthWorks all of HealthWorks' outstanding unpaid invoices together with any accrued interest and, in respect of the Services supplied but for which no invoice has been submitted, HealthWorks may submit an invoice, which shall be payable by the Client immediately on receipt.

5.4 If the Client terminates this Agreement other than in accordance with its rights under clause 2, and clause 5.1, it shall be liable for the full Charges due for the remainder of the Term and in respect of Charges which are due under this clause but for which no invoice has been submitted, HealthWorks may submit an invoice, which shall be payable by the Client immediately on receipt.

5.5 Termination of this Agreement shall not prejudice or affect any rights, remedies or liabilities of the parties that have accrued up to the date of termination including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination and such termination shall not affect the coming into or continuance in force of any provisions of this Agreement which are expressly or by reasonable interpretation intended to come into or continue in force on or after termination.



LIABILITY

6.1 The Client acknowledges that, notwithstanding any other provision of these Conditions, it is their responsibility to confirm the suitability of a Candidate, including without limitation, the taking up of any written reference, the verifying of any academic or professional qualifications, the requirement of a work permit (where applicable) and the arrangement of any medical examinations. HealthWorks is not responsible for the accuracy of the information contained on a Candidate curriculum vitae or any other document presented or information, verbal or written, to the Client unless it knows that information to be untrue. Furthermore, HealthWorks does not provide advice on employment law or employment-related or other issues. Any statement made by an employee of HealthWorks which could be considered advice is a statement of that person in his or her individual capacity and the Client should not rely on it and should seek its own legal and other advice pertaining to the Engagement of the Candidate or a Company with which he or she is employed or to which the Candidate provides services.

6.2 Subject to clause 6.3, HealthWorks accepts no liability for any loss or damage whatsoever sustained by the Client or any third party (including, without limitation, any loss of profits, loss of goodwill, loss of opportunity or any other indirect or consequential loss) arising directly or indirectly from (i) the recruitment or employment of a Candidate; or (ii) HealthWorks' failure to recruit or introduce a Candidate to the Client.

6.3 Nothing in these Conditions shall exclude HealthWorks' liability for death or personal injury resulting from its own negligence or for any other loss which it is not permitted to exclude under law.

VARIATION

7.1 No variation of these Conditions will be valid unless agreed by HealthWorks in writing and signed by a duly authorised director of HealthWorks.

7.2 HealthWorks reserves the right to review and revise the terms of this agreement.

INVALIDITY

8.1 If any provision of these Conditions is held by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect this shall not affect any other provision of these Conditions, which shall remain in full force and effect.

ENTIRE AGREEMENT

9.1 These Conditions contain all the terms which the parties have agreed in relation to the transactions provided for by these Conditions and neither of the parties has been induced to enter into these Conditions by a statement or promise that it does not contain.



NOTICES

10.1 All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

GOVERNING LAW AND JURISDICTION

11.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

This Contract shall be binding on the Client upon acceptance.

Signature:

Name:

Position:

Organisation: **HealthWorks Ltd**

Date:

Signature:

Name:

Position:

Organisation:

Date: