

Terms of Business for the Supply of Casual Staff Services

1. At the end of each week or assignment end date the practice representative will sign the timesheet for the Tooth Fairies dental nurse, to verify the actual hours worked at the practice as a casual worker, this signature indicates that you are satisfied with the services provided, and confirm the hours being claimed for. Failure to sign this timesheet does not absolve the practice' obligation to pay the charges in respect of the hours worked.
2. Tooth Fairies assumes responsibility for payment of their casual worker's remuneration and where appropriate, the deduction of PAYE income tax applicable to the worker.
3. If a temporary worker is either:
 - Taken on directly by the practice permanently following a period of supply
 - Is supplied to the practice by another employment business that you shall be liable to pay an introduction fee.

Alternatively, if you wish to hire the worker for a further 12-week period then there would not be this introduction fee charged to you.

In relation to this introduction fee such a fee will only be charged to the practice (including where a temporary worker is introduced to a third party through the practice) during what is known as the relevant period and this is defined by which of the following periods ends later;

- The period of 8 weeks commencing on the day after the day on which the temporary worker last worked for the practice pursuant to being supplied by the employment business; or
- The period of 14 weeks commencing on the first day on which the temporary worker worked at the practice pursuant to the supply of that temporary worker to the practice by the employment business
- No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates, VAT is payable in addition to any fee due.

4. All DCP's that are provided for work at your practice through Tooth Fairies are checked for compliance in relation to, GDC Registration, Professional Indemnity, Relevant Immunisation, DBS Checks where mandatory and Core CPD requirements as a minimum. If you require any of this documentation, please request copies from office staff. Please note, DCP's do not carry any formal documentation on their person to assignments,

5. Whilst every effort is made by the Tooth Fairies to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Casual Workers and further to provide them in accordance with the Clients booking details, the company is not liable for any loss, expense, damage or delay arising from any failure to provide any Casual Worker for all or part of the period of the booking or from the negligence, dishonesty, misconduct or lack of skill of the

Casual Worker. For the avoidance of doubt the company does not exclude liability for death or personal injury arising from its own negligence.

6. Casual workers are engaged by Tooth Fairies under contracts for services. They are not employees of the company but are deemed to be under the supervision, direction and of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Casual Worker, whether wilful negligent or otherwise as though he was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Agency Workers Directive, Health and Safety at Work Act. By- laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Clients own staff (excluding the matters specifically mentioned in Clause 5 above) including particularly the provision of adequate Employers Liability Insurance cover for the Casual Worker during all assignments.

7. The Client shall advise Tooth Fairies of any permanent position the Company may have available whilst the casual worker is on assignment. Should the term of the engagement last after twelve weeks then the Casual worker will receive equal treatment to comparable permanent employees.

8. The Client shall advise Tooth Fairies of any health and safety matters about which they are required to inform the Casual Worker. The Client will assist Tooth Fairies in complying with the Employment Business' duties under the Working Time Regulations by supplying all relevant information about the Assignment requested by the company and the Client will not do anything to cause Tooth Fairies to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of the Casual Worker for more than 48 hours in any week, the Client must notify the company of this requirement before commencement of that week.

9. The Client shall indemnify and keep indemnified Tooth Fairies against any costs, claims or liabilities incurred by the company arising out of any non-compliance with any of the work carried out by the casual worker.

10. The Client undertakes to supervise the Casual Worker sufficiently to ensure the Clients satisfaction with the Casual Worker's standards of workmanship. If the Client reasonably considers that the services of the Casual worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Casual Worker to leave the Assignment immediately, or by directing Tooth Fairies to remove the Casual Worker. The company in such circumstances would reduce or cancel the charges for the time worked by that Casual Worker, provided that the Assignment terminates: -

- A) Within 4 hours of the Casual Worker commencing the Assignment where the booking is for more than 7 hours; or
- B) Within 2 hours for bookings of 7 hours or less; and also provided that notification of the unsuitability of the Casual Worker is confirmed in writing or email within 48 hours of the termination of the Assignment.
 - The Client, Tooth Fairies or the Casual Worker may terminate an assignment at any time without prior notice and without liability.

- The Client shall notify Tooth Fairies immediately and without delay and in any event within 24 hours if the Casual Worker fails to attend work or notifies the Client that he is unable to attend work for any reason

These terms are governed by the Law of England & Wales and are subject to the exclusive jurisdiction Of the Courts of England &Wales