

Temporary Staffing Terms of Business

NF UK P01 | Template version 1.0 | 22 October 2026

Template for completion and approval before individual issue. Uncompleted copies do not form an agreement. Blue bracketed fields are the particulars to enter; the clauses below contain the substantive terms.

Particulars

Provider legal name and company number	{{provider_name}} / {{provider_company_number}}
Provider registered address	{{provider_address}}
Agreement reference and effective date	{{agreement_reference}} / {{effective_date}}
Authorised sites and units	{{approved_sites}}
Authorised bookers and email domain	{{authorised_bookers}}
Invoice and dispute contacts	{{billing_contact}} / {{dispute_contact}}
Commercial schedule	{{pricing_schedule_reference}}
Invoice frequency and payment term	{{invoice_frequency}} / {{payment_days}} calendar days from a valid invoice
Ordinary framework termination notice	{{termination_notice_days}} calendar days
Liability cap if agreed	GBP {{liability_cap}}; if left blank no contractual monetary cap is imposed
Territory	Great Britain; Northern Ireland requires an appropriate separate agreement

1 Parties and service

NurseFlex Ltd, company number 17153168, registered in England and Wales (NurseFlex), and the provider identified in the Commercial Schedule (Provider) agree these terms for the introduction and supply of temporary nursing, care and support workers. NurseFlex acts as an employment business for the direct PAYE supply described here. Software-only services, permanent recruitment and third-party agency supply require an expressly agreed additional schedule; they are not assumed to be the same service.

2 Contract documents

These terms, the completed Commercial Schedule, agreed site schedules and confirmed bookings form the agreement. A specific signed variation takes priority for its subject matter, followed by the Commercial Schedule and these terms. Booking details cannot silently amend liability, transfer-fee or payment provisions. Each party will provide the other with the final accepted version. Neither use of a public sample nor downloading a template forms a staffing contract.

3 Authority and access

The Provider is responsible for identifying its authorised bookers and their approved sites and spending limits. NurseFlex will use reasonable access controls and act on instructions within the notified authority. Each party must protect credentials, remove access when no longer authorised and notify the other promptly of suspected misuse. The Provider is not responsible for a booking made by an unauthorised third party merely because its name was entered in a form.

4 Requests and confirmations

A request must identify the site and unit, role and grade, dates, actual start and end times, breaks, number of workers, required competence and relevant risks. NurseFlex will confirm availability and the agreed charges before a booking becomes binding. No rate of zero or incomplete commercial schedule is deemed an agreed charge. A request or worker application is not a confirmed booking until NurseFlex and the Provider accept the confirmation through the agreed process.

5 Information supplied by the Provider

The Provider will supply accurate information about duties, experience, registration, authorisation, qualifications, training, equipment, risks and controls, supervision, induction, travel or parking and required expenses. It must notify changes before work starts and promptly afterwards if circumstances change. The Provider will not request duties or restrictions that are unlawful or discriminatory and will maintain any registration and permissions required for its own service.

6 NurseFlex checks and information

Before supply, NurseFlex will make the checks required by applicable law and the agreed role, including identity, work permission, relevant professional registration, experience, references and safeguarding suitability. It will communicate the relevant confirmation and limitations through an authorised channel. Where a check or material suitability fact changes, NurseFlex will notify the Provider promptly and act to prevent unsafe or unlawful supply. Neither party may treat an unverified upload as a completed check.

7 Suitability and local responsibility

NurseFlex will exercise reasonable skill and care in matching the worker to the notified requirements. The Provider remains responsible for its clinical service, resident or patient care, staffing assessment and competent local supervision and induction. It will verify the arriving person against the booking, explain local procedures and not deploy the worker beyond the agreed scope. These allocations do not remove either party's non-delegable legal responsibilities.

8 Induction health and safety

Before duties begin, the Provider will give the worker suitable site induction, emergency and safeguarding contacts, access to relevant care plans and protocols, and required equipment and protective measures. It will

provide a safe working environment and promptly report accidents, exposure or serious concerns to NurseFlex. Workers may decline an unsafe or unauthorised task without either party imposing an unlawful penalty.

9 Agency-worker information and equal treatment

The Provider will give NurseFlex accurate information needed to apply agency-worker rights, including access to relevant collective facilities and vacancy information and the basic conditions of a suitable comparator where required. It will disclose relevant previous assignments and changes affecting the qualifying period or conditions. NurseFlex will apply the rights for which it is responsible. The parties will cooperate on enquiries and claims and will not use artificial assignment patterns to avoid the law.

10 Working time and restrictions

The Provider will schedule lawful hours, rest and breaks and disclose extra hours or changes. It must not rely on an assumed opt-out or ask the worker to exceed restrictions on work permission, competence or fitness. NurseFlex will consider known hours and relevant restrictions when supplying the worker. A separate voluntary opt-out cannot remove applicable rest or safety duties.

11 Attendance records and approval

The Provider will nominate a responsible approver who records actual time and breaks and checks timesheets promptly. Approval confirms the hours recorded, not a waiver of a genuine later error. If it disputes an entry, it must identify the specific hours, evidence and reason through the agreed channel rather than withholding all approval. The parties will keep a record of amendments and give the worker an opportunity to explain a disputed record.

12 Charges and expenses

The Provider will pay the charge rates and authorised expenses in the accepted pricing schedule and booking confirmation. Charges for actual work follow verified time and the agreed break and rounding rules. Employer costs and NurseFlex's margin are included or separately described as stated in the schedule; they are not concealed worker deductions. No additional fee, travel amount or training charge is due unless disclosed and agreed in advance.

13 Tax and VAT

Each party is responsible for taxes imposed on it by law. NurseFlex will operate the payroll obligations applicable to its direct PAYE workers. VAT will be charged only where legally due, using the treatment applicable to the actual supply and shown on the invoice. Neither the worker's professional title nor this template alone determines exemption. If the lawful treatment changes or an error is found, the parties will cooperate on a correct invoice or credit note.

14 Invoices payment and disputes

NurseFlex will issue invoices on the frequency and to the contact in the Commercial Schedule, identifying the booking, time, rate, tax and authorised extras. Valid invoices are due within the stated payment period. The Provider must raise a genuine dispute promptly with particulars and pay the undisputed part on time. The parties will investigate and issue a correction where required. Statutory late-payment interest or compensation may be claimed only where legally available; no additional contractual penalty is implied.

15 Worker pay is separate

NurseFlex remains responsible for wages and other sums due to its workers whether or not the Provider has paid an invoice. A service complaint or disputed timesheet is not authority to withhold earned wages unlawfully. The Provider will cooperate promptly with evidence requests so hours and any error can be resolved without unnecessary delay.

16 Cancellation by the Provider

The Provider must notify cancellation or reduction of a confirmed booking immediately through the booking channel and to any named urgent contact. A cancellation charge is payable only if an applicable amount or calculation was expressly agreed in the completed cancellation schedule before confirmation. It must not

exceed the agreed basis or charge twice for the same loss. If no cancellation-charge schedule is agreed, no fixed cancellation fee arises under this clause; accrued charges and other lawful remedies remain unaffected.

17 Worker cancellation no-show and replacement

NurseFlex will notify the Provider promptly when it learns a worker cannot attend and will use reasonable endeavours to identify a suitable replacement where requested. A replacement requires the same suitability controls. NurseFlex does not guarantee cover or permission to operate with unsafe staffing. The Provider must maintain its contingency arrangements. No charge is due for hours not supplied except an expressly agreed and lawful separate entitlement.

18 Unsatisfactory performance and removal

The Provider must promptly explain a genuine suitability or performance concern with sufficient facts for investigation. Where immediate safety requires removal, it may stop the worker's duties and notify NurseFlex without delay, arranging a safe handover. NurseFlex will investigate fairly and cooperate on replacement or corrective action. A removal does not automatically cancel charges for time actually worked or establish misconduct. Any agreed credit or remedy will be documented.

19 Direct recruitment and transfer fees

The Provider may offer work to a worker. No transfer, introduction or temp-to-third-party fee is payable under this template unless a separate completed and signed transfer schedule specifies the lawful triggering event, amount or calculation, relevant period and any required extended-hire alternative before the introduction or supply. Any such schedule must comply with the Conduct Regulations and must not impose a fee on the worker. In its absence there is no non-compete or recruitment restriction under this agreement.

20 Insurance and clinical indemnity

Each party will maintain insurance appropriate to the liabilities it actually undertakes and provide reasonable evidence on request. The insurance schedule records verified insurer, policy period, limits, exclusions and responsibility for professional/clinical indemnity. A blank schedule or worker registration is not proof of cover. The Provider must not assume NurseFlex insures the Provider's clinical operation or all acts of an independently engaged third party.

21 Confidentiality and permitted disclosures

Each party will protect the other's confidential business and personal information and use it only for performing this agreement or a lawful purpose. It may disclose information to staff, advisers and service providers with a genuine need and appropriate safeguards, or as required by law. These duties do not prevent protected disclosures, safeguarding referrals, reporting crime or regulatory cooperation. They survive termination for as long as the information remains confidential.

22 Data protection

For ordinary recruitment, employment, payroll and care records, each party is responsible for determining and meeting its own controller obligations where it acts as controller. Neither party is automatically the other's processor. A separate data-processing schedule applies only to identified processor services. Sharing must be lawful, necessary and secure, with appropriate transparency and any required condition for sensitive information. The parties will cooperate on rights requests, incidents and lawful retention without publishing worker identity, health or banking records.

23 Liability

Each party is responsible for loss caused by its own breach, negligence or unlawful act to the extent recognised by law. Neither excludes liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any liability that cannot lawfully be limited. Any financial cap applies only if expressly completed in the Commercial Schedule and subject to those exclusions. Neither party must indemnify the other for losses caused by the other's own fault merely because a worker was supplied. Statutory allocations of liability are preserved.

24 Suspension and events beyond control

A party may suspend an affected service where reasonably necessary to prevent unsafe or unlawful work, serious misuse, or material unremedied breach, giving reasons and proportionate notice where practicable. An event beyond reasonable control excuses only the affected performance for its duration, not payment already due or non-excludable responsibilities. The parties must notify, mitigate and review prolonged disruption rather than treating it as automatic cancellation of all obligations.

25 Duration and termination

The agreement starts on the effective date and continues until terminated on the written notice stated in the Commercial Schedule. A party may terminate promptly for a material breach not remedied within a reasonable written cure period, serious illegality or insolvency to the extent lawful. Termination does not remove accrued rights or confirmed booking obligations unless expressly ended, and an orderly safe handover must be arranged.

26 Exit and surviving duties

On termination the parties will reconcile invoices, time disputes and credits, settle amounts due, return property, remove unneeded access and lawfully return, retain or delete records. NurseFlex will settle its worker obligations independently. Confidentiality, data responsibilities, outstanding payments and clauses needed to resolve an existing claim continue for their required duration.

27 Changes notices and subcontracting

A material variation must be recorded and agreed by authorised representatives. Routine booking notices may use the agreed platform or email, with evidence of delivery. Neither party may transfer this agreement or materially change the supply chain without any required consent and notification. Service providers may be used only consistently with the agreement and applicable law; legal responsibility is not removed by delegation.

28 General terms and disputes

This agreement does not form a partnership or give either party general authority to bind the other. If a provision is invalid, the remainder continues where possible. Failure to enforce once is not a permanent waiver. The parties will first seek operational resolution, then refer an unresolved dispute to an authorised manager without preventing urgent relief or statutory action. England and Wales law applies, subject to mandatory protections and forums applying in the actual territory. The parties accept by signature or an agreed recorded electronic process.

Acceptance and signatures

By signing or recording an agreed electronic acceptance, each party accepts the completed particulars, clauses and attached schedules. The acceptance record must identify the exact version. This is a simple contract and is not executed as a deed.

For NurseFlex Ltd

Authorised name {{nurseflex_signatory}}

Signature or verified acceptance {{nurseflex_signature}}

Date {{nurseflex_signature_date}}

Other party {{counterparty_signatory}}

Capacity or authority {{counterparty_capacity}}

Signature or verified acceptance {{counterparty_signature}}

Date {{counterparty_signature_date}}

Current pay and pricing guidance

NurseFlex UK | New offers from 26 October 2026 | Weekly payday Friday

This guide explains the approved starting rates for new nurse, HCA and Support Worker offers. Individual engagement terms and accepted assignment particulars govern the actual pay and client price. Existing signed terms and accepted bookings are unchanged.

Staff gross hourly guide

Role	Weekday day	Weekday night	Weekend	Bank holiday
Nurse RGN or RMN	£24.00	£26.00	£27.00	£36.00
HCA	£15.13	£16.25	£17.37	£22.69
Support Worker	£15.69	£16.81	£17.93	£23.53

The table includes a 12.07% holiday component for eligible rolled-up arrangements. Basic and holiday are itemised separately; do not add holiday a second time. Weekday day basic rates are nurse £21.4152, HCA £13.50 and Support Worker £14.00. Exact basic rates are retained for payroll; pay-period rounding can produce penny differences from rounded hourly guides.

Standard client hourly proposals

Role	Weekday day	Weekday night	Weekend	Bank holiday
Nurse RGN or RMN	£34.32	£36.68	£37.86	£48.48
HCA	£21.85	£23.18	£24.50	£30.78
Support Worker	£22.51	£23.84	£25.16	£31.77

Client proposals include holiday and employer NI/pension provisions plus the service fee. Actual payroll liabilities use applicable thresholds and eligibility. VAT follows the recorded supply assessment; no blanket exemption is asserted. A proposal is not an agreed facility price.

Holiday eligibility and confirmed amounts

Rolled-up holiday pay requires an active PAYE profile, evidenced irregular-hours or part-year eligibility and a qualifying leave year. Bank status alone is insufficient. Regular-hours and accrued-holiday staff are paid for leave under their applicable terms; the holiday provision is not extra current shift cash.

For an eligible nurse, 12 paid hours at the new weekday minimum produce £256.98 basic plus £31.02 holiday = £288.00 gross before employee deductions. Unpaid breaks reduce paid hours. The example is not a net-pay or payment-date promise.

Use one category for each worked period: bank holiday, then weekend, then weekday night or day. Weekday night is 20:00 –07:00, Europe/London. Cross-boundary hours need the applicable agreed rates; premiums do not stack.

Current guide: <https://nurseflex.co.uk/pay-rates/> | Private staff guide: <https://nurseflex.co.uk/dashboard/staff-rates/> | Questions: hello@nurseflex.co.uk