



HOW WE ENGAGE WITH YOU

How we engage with you

Medic Now have agreed to facilitate your agency work via an umbrella company subject to the terms and conditions supplied in our Registration Form, which have been supplied to you.

Unless stated otherwise, you will be paid via your chosen intermediary, which is an umbrella company, and the following arrangements will apply:

Contractual arrangements	Medic Now will engage directly with an umbrella company that you nominate from the Medic Now approved supplier list. Medic Now will not have any contractual arrangements with you other than the terms outlined in our Registration Form and Work Finder Agreement.
Status	You will be employed by an umbrella company. The umbrella company will be responsible for determining your terms. Click here for more information about umbrella companies. Medic Now will not be responsible for your engagement with the umbrella company or any associated rights or benefits.
Mutuality of obligations	This will be determined pursuant to the terms of your engagement with the umbrella company. Medic Now will have no duty to offer you work at any time (directly or otherwise).

Holiday entitlement and sick pay	Any holiday pay entitlement and/or sick pay entitlement will be determined pursuant to the terms of your engagement with the umbrella company. Medic Now will have no liability in respect of your holiday and/or sick pay entitlements.
Notice to terminate	This will be determined pursuant to the terms of your engagement with the umbrella company. Medic Now will have no liability in the event that your engagement with the umbrella company is terminated.
Payment methods / tax and national insurance deductions	Medic Now contracts with all umbrella companies on the basis that any payments made for work carried out will be on the basis that you are an employee of the umbrella company and that all statutory PAYE taxes payable to HMRC will be deducted at source. If you are offered any other payment method for any Medic Now assignments via your umbrella company, you must inform us immediately as this is in breach of our contract with the umbrella company and could expose you to personal tax liability. Medic Now will pay the umbrella company for your services and the umbrella company will be solely responsible for paying you any pay due. The umbrella company will also be solely responsible for processing your pay and deducting all necessary tax and national insurance contributions, as legally required. Medic Now shall not be liable in respect of any payments due to you personally, or in respect of any deductions for tax and/or national insurance contributions due. In the event that the umbrella company fails to make the appropriate tax and/or national insurance deductions from your pay (as legally required), such liability may transfer to you and you may be responsible for ensuring all tax and/or national insurance contributions have been duly accounted for and paid.
Pension rights	This will be determined pursuant to the terms of your engagement with the umbrella company. Medic Now will have no liability in respect of your pension entitlements.

Important information:

You can still opt to be paid directly by Medic Now on a PAYE basis through our in-house payroll, which unlike umbrella companies, attracts no additional fees. If you would like guidance and information on Medic Now payment options, please click [here](#).

Please note, we will only be able to offer you work if you are engaged with an umbrella company that is listed on the Medic Now approved supplier list.

Medic Now

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There is no obligation on Medic Now or any of our clients to account for tax or national insurance contributions from payments due to you by the Intermediary. These should be deducted and paid over to HMRC by your chosen umbrella company.

We reserve our right to withdraw our acceptance of your chosen umbrella company.

By confirming that you wish to provide your services via an umbrella company, you agree that:

1. In the event that you are offered work by Medic Now, you will be working under the supervision, direction or control of Medic Now clients pursuant to the performance of your services where assignments are facilitated via an umbrella company.
2. We may pass your details on to your chosen umbrella company as named in the Key Information Document.
3. There is no obligation on Medic Now or any of our clients to account for tax or national insurance contributions from payments due to you by the umbrella company, in the event that they are not duly met by your nominated umbrella company. Our contract with any umbrella company that we engage with is on the basis that you are paid on a PAYE basis for any assignments undertaken via Medic Now.
4. In the event that Medic Now has made payment to your chosen umbrella company for your work provided, and the umbrella company does not make payment to you for whatever reason, for example their insolvency, then you will have no further claim on Medic Now and/or our clients for payment for the work provided.
5. You irrevocably indemnify Medic Now and our clients in full in respect of:
 - i. any interest and penalties that Medic Now is liable to account for together with any costs reasonably and properly incurred by Medic Now in relation to the provision of your services via your nominated Intermediary company (as above);
 - ii. any income tax and/or primary class 1 (employee) national insurance contributions or other financial liabilities arising from the provision of your services, in the event that they are not duly met by your nominated intermediary;
 - iii. any secondary class 1 (employer) national insurance contributions (or any similar liability for social security contribution in any jurisdiction) that Medic Now is liable to pay (or reasonably believes it is liable to pay); and
 - iv. against any interest and penalties that Medic Now is liable to account for together with any costs reasonably and properly incurred by Medic Now in relation to the provision of your services via your nominated Intermediary company (as above).

We recommend that you obtain your own legal advice in respect of the above, as acceptance of these terms will create a legally binding agreement on you personally.

Candidate authorisation

I confirm I have read, understood, acknowledged and agree with the content of this Agreement, and by checking the box, I agree to be bound by its terms.

I acknowledge that my personal details will be stored and handled correctly by Medic Now in accordance with the Data Protection Act 2018, and UK General Data Protection Regulations however, I agree that they may be made available for audit/review by relevant third parties. This is relevant for all information including all documents - DBS, Occupational Health, References.

Name of Agency Worker: [PRINT NAME]	
Date:	