

# LocumSupply

## **Clients Contract Terms & Conditions:**

The Terms & Conditions set out below are contractual between the Client and Locum Supply Ltd and shall form part of every contract between Locum Supply Ltd and any Client that uses its service. The client will be deemed to have accepted these Terms & Conditions upon registration and placing of bookings with Locum Supply Ltd.

Locum Supply Ltd reserves the right giving 28 days written notice to amend the Terms and Conditions.

### **Definitions.**

**Locum Supply:** means Locum Supply Ltd, registered in England No. 6980414, having its registered office at Unit 3, Harbourland Business Court, Boxley Road, Maidstone, Kent. ME14 3DN.

**Locum:** means a self employed locum Pharmacist or Technician, where they are registered with the General Pharmaceutical Council (**GPhC**), who are introduced to the **Client** by **Locum Supply Ltd** and whose services are subsequently used by the **Client**

**Locum Dispenser:** means a self employed locum Dispenser, where they have completed as a minimum NVQ Level 2 dispensing accreditation and who are introduced to the **Client** by **Locum Supply Ltd** and whose services are subsequently used by the **Client**

**Client:** means the person or company (including any group, associated or subsidiary company of the **Client**) using the **Service** provided by **Locum Supply Ltd**.

**Contract:** means the contract between the **Client** and **Locum Supply Ltd** for the introduction and placement of the **Locum Pharmacist**

**Service:** means the introduction of a locum to the **Client** by **Locum Supply Ltd**

**Locum Fee:** means the fee charged by the **Locum** which shall be paid by the **Client** to the **Locum** directly, as agreed at the time of booking.

**Agency Booking Fee:** means the daily fee paid to **Locum Supply Ltd** by the **Client** for the introduction and placement of the **Locum** to the **Client**.

### **All Locums**

Locum Supply Ltd will only supply Locum Pharmacists & Dispensing Technicians that are registered with the General Pharmaceutical Council (GPhC), and Locum Dispensers who have completed as a minimum NVQ Level 2 Dispensing accreditation. As part of the Locum Supply Ltd registration process, LocumSupply Ltd will endeavor to engage high quality locums through conducting reference checks and suitability to work in the UK.

All Locums will be instructed to abide by the Clients rules, policies and procedures whilst engaged in their employment.

Whilst Locum Supply Ltd will endeavour to ensure the quality and suitability of Locums introduced to the Client, it makes absolutely no warranty as to the health, honesty, integrity, ability, experience or any other matters relating to or concerning the Locum, and shall not be liable to the Client for any deficiencies of the Locum. The Client accepts and agrees that Locum Supply Ltd cannot be held responsible or liable for any failure or inability of Locum Supply Ltd to provide in part or in full the services requested by the Client.

## **Locum Fees**

The Client shall be responsible for the payment of the Locum fee including all expenses as agreed at the time of booking and must be paid directly to the Locum within 28 days of the engagement. The Locum and the Client share responsibility for ensuring the payment of all due Income Tax and National Insurance payments in respect of HMRC IR35 legislation.

## **Agency Booking Fees**

Locum Pharmacist Booking Fees:

### **Standard Booking Fee - £20 per day's placement – (Ex VAT)**

### **Emergency Booking Fee (Within 48 hours) - £25 per day's placement – (Ex VAT)**

The agency booking fee shall become due and payable by the Client upon the Client's acceptance of a Locum placement booked through Locum Supply Ltd either verbally or written, and such booking fee shall be payable even if the Client later cancels the booking within 7 days of the booking taking place. The agency booking fee shall be payable to Locum Supply Ltd by the Client within 30 days of receipt of an invoice from Locum Supply Ltd.

All fees due to Locum Supply Ltd shall be subject to the application of VAT in accordance with the VAT and Finance Acts.

Agency booking fees are subject to change as stipulated herein and we may from time to time negotiate with you to mutually agree specific booking fees. Booking fees shall remain in force until altered by Locum Supply Ltd upon giving the Client 30 days' written notice of change.

If the Client, within 12 months of the Client's Engagement of a Locum Pharmacist booked through Locum Supply Ltd, re-engages the Locum Pharmacist as a locum under any circumstances (whether or not through Locum Supply Ltd), the Client shall be liable to pay to Locum Supply Ltd the agency booking fee that Locum Supply Ltd has in force for Locum Pharmacists' placements at that time.

If the Client re-engages the Locum as a permanent employee of the Client or its associates, a transfer fee will be payable by the client to Locum Supply Ltd. The transfer fee shall be calculated at the rate of 10% of the first full year's salary for the said Locum Pharmacist and payment will be due 3 months after first day of employment.

## **Refunds and Cancellations**

The Client is permitted to cancel the booking of a Locum at any time, provided that the Client notifies Locum Supply Ltd of the cancellation in writing within 7 days of the agreed placement date. Any cancellations with less than 7 days notice will result in the full booking fee requiring payment by the Client to Locum Supply Ltd.

The Client accepts and agrees that Locum Supply Ltd acts only as an introduction service between the Locum and the Client. The Client accepts and agrees that Locum Supply Ltd shall not be liable to the Client for any losses or costs of any nature, should the Locum Pharmacist be unable to fulfil a booking that he or she has accepted. In the event that a Locum is unable to fulfil a booking, Locum Supply Ltd will endeavour to introduce a suitable replacement and failing that will not charge a booking fee as appropriate.

## **Late or Non Payment of Fees**

Locum Supply Ltd reserves the right to charge a 10% administration fee of the total invoiced amount for any unpaid debt owed for more than 30 days by the Client.

For all disputed invoices the Client must contact Locum Supply Ltd in writing within 7 days of receipt of invoice.

**Other Matters**

The Client must ensure that they have suitable Professional Indemnity Insurance in force that covers the period of engagement of the Locum and the Professional Services and other services that the Locum supplies.

All information that is communicated between Locum Supply Ltd and the Client must be dealt with in the utmost privacy and should not be shared with any other parties, any business information, materials or data supplied by Locum Supply Ltd. All documents and information provided remains the property of Locum Supply Ltd and may not be copied, reproduced, stored in a retrieval system or transmitted in any form or by any other means, either in part or full without the express prior written consent of Locum Supply Ltd.

**Signed in Agreement of the above terms set out in this Agreement**

Signed for and on behalf of Locum Supply Ltd

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signed for and on behalf of the Client \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

