

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 Pharmacist / Technician: means a self employed locum Pharmacist or Dispensing Technician, where the pharmacist is registered with the General Pharmaceutical Council (**GPhC**) and where we have seen evidence of qualification during the registration process for the Dispensing Technician, who is 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 / Technician**.

Service: means the introduction of a **Locum Pharmacist / Technician** to the **Client** by **Locum Supply Ltd**.

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

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

Locum Pharmacist

Locum Supply Ltd will only supply Locum Pharmacists that are registered with the General Pharmaceutical Council (GPhC). As part of the Locum Supply Ltd registration process, Locum Supply Ltd will endeavor to engage high quality pharmacists through conducting reference checks and suitability to work as a pharmacist in the UK.

All Locum Pharmacists 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 Locum Pharmacists 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 Pharmacist, and shall not be liable to the Client for any deficiencies of the Locum Pharmacist. 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 Dispensing Technician

Locum Supply Ltd will only supply Locum Technicians where we have seen evidence of qualification as part of Locum Supply Ltd's registration process. As part of the Locum Supply Ltd registration process, Locum Supply Ltd will endeavour to engage high quality Locum Technicians through conducting reference checks and suitability to work in the UK.

All Locum Technicians 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 Locum Technicians 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 Technicians, and shall not be liable to the Client for any deficiencies of the Locum Technician. 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 Pharmacist / Technician Fee

The Client shall be responsible for the payment of the Locum Pharmacist / Technician fee including all expenses as agreed at the time of booking and must be paid directly to the Locum Pharmacist within 7 days of the engagement. The Locum Pharmacist and the Client share equal responsibility for ensuring the payment of all due Income Tax and National Insurance payments.

Agency Booking Fees

Pharmacist & Technicians Booking Fees:

Standard Booking fee - £18 per day's placement – (Ex VAT)

The agency booking fee shall become due and payable by the Client upon the Clients acceptance of a Locum Pharmacist / Technicians 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 SupplyLtd.

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 day's written notice of change.

If the Client, within 12 months of the Clients Engagement of a Locum Pharmacist / Technician booked through Locum Supply Ltd, re-engages the Locum Pharmacist / Technician 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 / Technicians placements at that time.

If the Client re-engages the Locum Pharmacist / Technician as a permanent employee of the Client or it's 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 / Technician.

Refunds and Cancellations

The Client is permitted to cancel the booking of a Locum Pharmacist / Technician 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 Pharmacist / Technician 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 / Technician be unable to fulfil a booking that he or she has accepted. In the event that a Locum Pharmacist / Technician 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 Pharmacist / Technician and the Professional Services and other services that the Locum Pharmacist / Technician 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: ____/____/____

