

## **TERMS & CONDITIONS OF BUSINESS FOR CLIENTS**

### **1. DEFINITIONS**

1.1 In these Terms and Conditions the following definitions apply:-

**“Assignment”**

– means the period during which the Locum is engaged to render services to the Client.

**“Client”**

– means the healthcare organisation requiring the services of the Locum, together with any subsidiary or associated company as defined by Companies Act 1985.

**“Employment Business”**

– Clinicall Healthcare Limited of Suite 405, Daisyfield Business Centre, Appleby Street, Blackburn, Lancashire, England BB1 3BL.

**“Locum”**

– means the healthcare professional temporary worker.

**“Business Working Hours”**

– defined as between the hours of 8:30 am to 17:30 pm, Monday to Friday.

**“Business Working Days”**

– defined as Monday to Friday.

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 Any reference to the Working Time Regulations 1998 applies to Locum non-training grades, Staff Grade, Clinical Assistant and Consultant level.

1.4 The headings contained in these Terms & Conditions are for convenience only and do not affect their interpretation.

### **2. THE CONTRACT**

2.1 All Assignments will be confirmed by the Employment Business with the Practice Manager or equivalent, when a suitable Locum has been accepted for any Assignment.

2.2 The Client agrees to pay the hourly charges at the appropriate rates. These charges may vary from time to time and will take effect from the date of any variation.

2.3 The payment term of the Employment Business is 14 days from the date of invoice. The Employment Business reserves the right to impose a surcharge on late payments and interest will be charged on a daily basis at the rate of 3% over base rate against the outstanding invoice(s) until cleared funds are received. If the Client has any queries regarding an invoice, the Employment Business must be notified in writing within 14 days from the date of the invoice. If the Employment Business does not receive such notification within this specified period, the Client will be expected to pay the amount invoiced.

**2.4** The Employment Business assumes responsibility for its Locums with regard to the payment of wages and deduction of statutory contributions in respect of Income Tax and National Insurance.

**2.5** Unless specifically agreed in writing by the Client, Locums are responsible for their own telephone bills, meals, accommodation and any other charges, which should be settled prior to leaving the Practice and the Client is responsible for collecting any such monies. The Employment Business is not responsible for any debts that may be incurred by the Locum or collection of such monies.

**2.6** The Locum's travel expenses will be negotiated with the Practice Manager prior to the commencement of the Assignment by the Locum and charged to the Client accordingly.

### **3. TIME SHEETS**

**3.1** At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less is completed before the end of the week) the Client shall sign the Time Sheet verifying the number of hours worked by the Locum during that week.

**3.2** Signature of the Time Sheet by the client indicates satisfaction with the services provided by the Locum of the number of hours worked. Failure to sign the Time Sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

### **4. CANCELLATIONS**

**4.1** In the case of cancellation by the Client subsequent to acceptance but prior to commencement of the Assignment, the Employment Business will charge the Client an Administration Charge and furthermore a Cancellation Fee (where applicable) for any Assignment(s) cancelled without due notice.

**4.2** An Administration Charge of £25.00 will be levied against the Client for each individual cancelled Assignment. If a Client books an Assignment at short notice (within a week) and cancels after the Employment Business has assigned a Locum for them, the Client will still be liable to pay the Administration Charge of £25.00.

**4.3** In addition to the Administration Charge, the Employment Business will also charge the Client 15% of the agreed Assignment fee for cancellations notified over 5 Business Working Days as a Cancellation Fee. This levy increases to 30% for fewer than 5 Business Working Days notification and to 50% for a cancellation notified within 48 Business Working Hours. In the case of cancellations made within only 24 Business Working Hours of the commencement of the Assignment, the Cancellation Fee will be 100% of the agreed Assignment fee.

### **5. PROFESSIONAL ELIGIBILITY**

**5.1** The Employment Business will ensure Locums are registered with the GMC and advise whether they are covered by MDU/MPS/MIA.

**5.2** If working for the NHS, the Locum is covered by Crown Indemnity. If the Locum is working for any other organisation or in General Practice through the Employment Business, they are required to have professional indemnity insurance and it is the Locum's duty to arrange this for the duration of any non-NHS work. The Employment Business will not be held liable for any breach / negligence resulting from the above.

**5.3** The Employment Business holds satisfactory references for all Locums placed on Assignments. References and other information supplied by the Employment Business of the Client are given in strict confidence and must not be disclosed to any Third Parties.

## **6. INTRODUCTION FEES**

**6.1** The engagement or use by a Client of any Locum introduced by the Employment Business, whether for a definite or indefinite period on a temporary or permanent basis or the introduction of any “Agency Healthcare Professional(s)” to another employee which subsequently results in their engagement or transfer of assignment to another Agency, subjects the Client to an Introduction Fee of 25% of the proposed annual salary. No refund of the fee will be made by the Employment Business to the Client in the event of the subsequent termination of the engagement. The fee is payable irrespective of who made the initial contact. i.e. the Client, another employer or the Locum.

**6.2** Within 6 months of the expiry date of the last assignment with the Client, the Client can employ the Locum directly ONLY after written agreement from the Employment Business and in such a case the Client will be charged an introductory fee of 25% of the annual salary of the locum. If the employment goes ahead without such an agreement from the Employment Business then the Employment Business reserves the right to charge an introduction fee which is 50% of the annual salary of the Locum.

## **7. CONDUCT OF ASSIGNMENT**

**7.1** Locums provided by the Employment Business are deemed to be under the supervision, direction and control of the Client from the time the Locum reports to take up their duties and for the duration of the Assignment. The Client agrees to treat the Locum as though they were on the payroll of the Client and further more will comply with all the statutes, by-laws and legal requirements to which the Client is ordinarily subject to in respect of its own staff, excluding payment of wages. In particular, the Client undertakes to provide adequate Employer’s and Public Liability cover for the Locum during all Assignments. The Client assumes full responsibility for all acts and omissions of the Locum, however caused and will be vicariously liable for such acts and omissions. The Employment Business does not give instructions regarding the way in which the Locum should carry out their duties.

## **8. INDEMNITY**

**8.1** If the Client considers a Locum assigned by the Employment Business to be unsatisfactory, the Employment Business should be advised immediately and subsequently notified in writing. Any notification shall contain sufficient details of the matter or matters. In such cases the Employee may be asked to leave the Assignment and the Employment Business will retain the booking supplying a replacement Locum. The Employment Business may reduce or cancel the charge in such instances.

**8.2** Whilst every effort is made by the Employment Business to provide satisfactory service to the Client by ensuring reasonable standards of skill, integrity and reliability demonstrated by the Locum, no liability will be accepted by the Employment Business for any losses, expenses, damages or delays arising from any failure to

provide any particular Locum for all or part of the period of the booking or from the negligence, dishonesty, misconduct or lack of skill, qualification or experience demonstrated by the Locum provided. The Employment Business accepts no liability for any losses or expenses incurred by the Client in the event of delay or failure to attend on the part of the Locum.

**8.3** The Client shall indemnify and keep indemnified the Employment Business against any losses, damages, expenses, costs, claims or liabilities incurred by the Agency arising out of any act or omission by any Locum supplied through the Employment Business.

## **9. LAW**

**9.1** These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.