

## AGREEMENT WITH THE LIMITED COMPANY LIMITED COMPANY LOCUM (TERMS OF ENGAGEMENT)

### 1. DEFINITIONS

1.1. In these Terms of Engagement the following definitions apply: –

“Assignment”	means the period during which the Limited Company Locum is engaged by the Employment Business to render services to the Client.
“Client”	means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 requiring the services of the Limited Company Locum;
“Limited Company Locum”	means the Limited Company engaged by the Employment Business to provide the services of its employees, officers or representatives to the Client;
“Employment Business”	means <i>MedSol Healthcare Services Ltd of 5 Gold Street, Northampton, NN1 1RA trading as Locumpages.com</i>
“Relevant Period”	means the longer period of either 14 weeks from the first <sup>1</sup> day on which the Limited Company Locum worked for the Client, or 8 weeks from the day after the Limited Company Locum was last supplied by the Employment Business to the Client.

1.2. Unless the context requires otherwise references to the singular include the plural.

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

### 2. THE CONTRACT

- 2.1 These Terms constitute a contract for services between the Employment Business and the Limited Company Locum upon being signed on behalf of the Limited Company Locum and they govern all Assignments undertaken by the Limited Company Locum. However no contract shall exist between the Employment Business and the Limited Company Locum between Assignments.
- 2.2 For the avoidance of doubt these Terms shall not be construed as a contract between any individual supplied or any representative of the Limited Company Locum and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Limited Company Locum.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Limited Company Locum and set out in writing and a copy of the varied terms is given to the Limited Company Locum stating the date on or after which such varied terms shall apply.

### 3. ASSIGNMENTS

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Limited Company Locum to work as a *Limited Company Locum Doctor*. The Limited Company Locum shall not be obliged to accept an Assignment offered by the Employment Business.
- 3.2 The Limited Company Locum acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Limited Company Locum should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the Limited Company Locum and the Employment Business during periods when the Limited Company Locum is not working on an Assignment.

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<sup>1</sup> The ‘first day’ will be the first occasion on which a Limited Company Locum is supplied to work for the Client or the first day of an assignment where there has been more than 42 days since the end of any previous assignment

- 3.3 At the same time as an Assignment is offered to the Limited Company Locum the Employment Business shall inform the Limited Company Locum of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Limited Company Locum would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Limited Company Locum; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the Limited Company Locum what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.
- 3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Limited Company Locum is being offered an Assignment in the same position as one in which the Limited Company Locum had previously been supplied within the previous five business days and such information has already been given to the Limited Company Locum.
- 3.5 If before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Limited Company Locum direct or through another employment business, the Limited Company Locum acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Limited Company Locum may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Limited Company Locum to a third party who subsequently engages the Limited Company Locum within the Relevant Period.

#### **4. FEES**

- 4.1. The Limited Company Locum will receive payment from the Employment Business calculated at a minimum hourly rate of £5.35 being the minimum rate of remuneration that the Employment Business reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears.
- 4.2. Subject to any agreement by the parties to the contrary the Limited Company Locum shall not be entitled to receive payment from either the Employment Business or the Client for time not spent on Assignment whether in respect of holidays, illness or absence for any other reason.
- 4.3 All payments will be made to the Limited Company Locum and the Limited Company Locum shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers or representatives ("Staff") for any Assignment.

#### **5. TIMESHEETS**

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than one week or is completed before the end of a week) the Limited Company Locum shall deliver to the Employment Business the Employment Business's timesheet duly completed to indicate the number of hours worked by the Limited Company Locum during the preceding week signed by an authorised representative of the Client. Such timesheets must be received by the Employment Business by no later than *5pm* on *Tuesday* following the week to which they relate. This timesheet must be accompanied by an invoice from the Limited Company Locum for the amount due from the Employment Business to the Limited Company Locum for the hours worked in that week month. Such invoice should bear the Limited Company Locum's name, VAT number, and should state any VAT due on the invoice.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Limited Company Locum for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 5.3. Where the Limited Company Locum fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Limited Company Locum and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Limited Company Locum. The Employment Business shall make no payment to the Limited Company Locum for hours not worked.

#### **6. LIABILITY**

- 6.1. The Limited Company Locum shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its Staff during an Assignment.
- 6.2. The Limited Company Locum shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Limited Company Locum and its Staff during an

Assignment and shall make a copy of the policy available to the Employment Business upon request.

## **7. LIMITED COMPANY LOCUM'S OBLIGATIONS**

- 7.1. The Limited Company Locum agrees on its own part and on behalf of its Staff as follows: -
- 7.1.1. Not to engage in any conduct detrimental to the interests of the Employment Business or the Client which includes any conduct tending to bring the Employment Business or the Client into disrepute or which results in the loss of custom or business.
  - 7.1.2. To be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Employment Business or the Client.
  - 7.1.3. To take all reasonable steps to safeguard its own health and safety and the health and safety of any other person who may be affected by its actions on the Assignment.
  - 7.1.4. To comply with all statutory obligations and codes of practice to which the Limited Company Locum is subject in respect of its Staff including but not limited to the Working Time Regulations.
  - 7.1.5. To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent that they are reasonably applicable.
  - 7.1.6. To co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client.
  - 7.1.7. To furnish the Employment Business with any progress reports as may be requested from time to time.
  - 7.1.8. Not to sub-contract to any third party any of the services which it is required to perform under any Assignment.
  - 7.1.9. To notify the Employment Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
  - 7.1.10. To comply with all the requirements of VAT legislation and the Companies Act 1981.
  - 7.1.11. If, either before or during the course of an Assignment, the Limited Company Locum becomes aware of any reason why the individual supplied to do the work may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.

## **8. ACKNOWLEDGEMENT**

- 8.1 The Limited Company Locum acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Limited Company Locum and its Staff for the Client during the Assignment shall belong to the Client. Accordingly the Limited Company Locum shall (and shall procure that any relevant member of its Staff shall) execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

## **9. COMPUTER EQUIPMENT WARRANTY**

- 9.1. The Limited Company Locum shall ensure that any computer equipment and associated software that it provides to its Staff for the purpose of providing the services contains anti-virus protection with the latest released upgrade from time to time.

## **10. CONFIDENTIALITY**

- 10.1. In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Limited Company Locum agrees on its own part and on behalf of its Staff as follows: -
- 10.1.1. Not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client;
  - 10.1.2. To deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Staff during the course of the Assignment;
  - 10.1.3. Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

## **11. TERMINATION**

- 11.1. An Assignment may be terminated by either the Employment Business or the Limited Company Locum by giving the other party [in writing] 4 weeks notice or such notice, if any as is specified in the assignment confirmation note.

- 11.2. Notwithstanding sub-clauses 11.1 and 11.5 of this Agreement, where required by the Client, the Employment Business may without notice and without liability instruct the Limited Company Locum to cease work on an Assignment at any time, where:
- 11.2.1. The Limited Company Locum has acted in breach of the rules and regulations applicable to the Client's own staff;
  - 11.2.2. The Client reasonably believes that the Limited Company Locum has not observed any condition of confidentiality applicable to the Limited Company Locum from time to time; or
  - 11.2.3. The Limited Company Locum becomes insolvent, dissolved or subject to a winding up petition
  - 11.2.4. For any reason the Limited Company Locum proves unsatisfactory to the Client.
- 11.3. Failure by the Limited Company Locum to give notice of termination as required in the assignment confirmation note shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Limited Company Locum for any resulting loss suffered by the Employment Business.
- 11.4. If the Staff are unable for any reason to work on an Assignment the Limited Company Locum should inform the Employment Business by no later than 10.00 am on the first day of absence to enable alternative arrangements to be made.
- 11.5. The Limited Company Locum acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Limited Company Locum.

## **12. RELATIONSHIP BETWEEN EMPLOYMENT BUSINESS AND CONSULTANCY**

- 12.1. The Limited Company Locum acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent Limited Company Locum and that accordingly the responsibility of complying with all statutory and legal requirements relating to the staff of the Limited Company Locum (including the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Limited Company Locum. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the staff are an employee of the Employment Business, the Limited Company Locum shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business shall incur.

## **13. NOTICES**

- 13.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when dispatched.

## **14. LAW**

- 14.1 These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.