

TERMS OF BUSINESS FOR LOCUMS PAID BY THE CLIENT

(The AGENCY acts only as an introduction service between the LOCUM and the CLIENT)

DEFINITIONS:

The AGENCY:

means Clinical Employment Services Limited t/a CES Locums, registered in England No. 5240338 with offices at Albion House, 470 Church Lane, London, NW9 8UA

LOCUM:

means the individual who is introduced by The AGENCY 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 to whom a LOCUM is supplied or introduced to render a service

ASSIGNMENT:

means the period during which a LOCUM is supplied to render services to the CLIENT;

REMUNERATION:

means a fee agreed between The AGENCY and the CLIENT to be paid to the LOCUM by the CLIENT for an assignment

BOOKING FEE:

means a fee agreed between The AGENCY and the CLIENT to be paid to The AGENCY by the CLIENT for booking a LOCUM to render a service to the CLIENT

THE CONDITIONS

Registering with The AGENCY shall be deemed to be acceptance of these Conditions.

INTEREST PROTECTION

The LOCUM hereby agrees to notify The AGENCY of the occurrence of any of the following events and is liable for failing to inform us:

1. Where a LOCUM is engaged or re-engaged as a sub-contractor by a CLIENT either on a temporary or permanent basis with whom the LOCUM was placed by The AGENCY during a period of six months from the termination of the last period of employment or engagement of the LOCUM with the said CLIENT.
2. Where a LOCUM is introduced by a CLIENT with whom he or she has been placed by The AGENCY to a third party and is then employed or engaged as a sub-contractor either on a permanent or temporary basis by such a third party as a result of such introduction during a period of six months from the termination of the last period of employment or engagement of the LOCUM with the said CLIENT.
3. The LOCUM shall not use information received from The AGENCY to directly book LOCUM work with the CLIENT, without informing The AGENCY, or to recruit or assist other LOCUMS in employment or for any other purpose not directly linked to their LOCUM work via The AGENCY.

4. The LOCUM shall divulge no business information or materials, either supplied by The AGENCY or the CLIENT to any other party or use this information for any other purposes than solely for the securing of LOCUM work via The AGENCY.

Failure to abide by the terms and conditions agreed to when registering may result in a complaint being made to the RPSGB and further action could be taken if necessary.

PAYMENT TO LOCUM

The CLIENT following completion of each booking will make payment directly to the LOCUM. The LOCUM should ensure they are aware of the CLIENT's payment procedures and policies on expense payments.

THE AGENCY ROLL

The AGENCY acts only as an introduction service to the CLIENT and the LOCUM is responsible for his or her own Income Tax and National Insurance contributions which are assessable under Schedule D of the Finance Act.

LIABILITIES

If the LOCUM, or any third party, suffers any losses either financial or otherwise or suffers in any other way whatsoever due to any act or omission of the CLIENT then The AGENCY is in no way liable. All information supplied by The AGENCY to the LOCUM is done so in good faith and The AGENCY is in no way whatsoever responsible for any inaccuracy or omissions whether these are due to some act or omission by The AGENCY or other third party or parties.

ATTENDING WORK

The LOCUM agrees to attend his or her placement procured or obtained by The AGENCY dressed in manner as befits their professional status and always to abide by the Pharmaceutical Society Code of Practice. The LOCUM will be subject to and abide by all health and safety at work regulations, company policies and procedures and security rules.

INVESTIGATIONS

LOCUMS should inform The AGENCY of any investigation by the police or RPSGB or any other investigation, which has or may have a bearing on their continuing membership of the RPSGB, or their fitness to practice.

TRAINING

LOCUMS should ensure they have undertaken all necessary training to allow them to provide the services offered by the pharmacy, which will include repeat dispensing.

CONFIRMED BOOKING

- The LOCUM is required to attend all placements booked via The AGENCY.
- A booking for work will be considered as confirmed with the LOCUM when the LOCUM has accepted the offer of work, whether verbally or in writing and The AGENCY has confirmed the booking with the CLIENT.
- The booking cannot be cancelled except with the agreement of The AGENCY. The LOCUM may be asked to vary a booking to assist a CLIENT or The AGENCY as long as this is reasonable.
- The AGENCY reserves the right to recover losses incurred by The AGENCY as a result of the failure of the LOCUM to perform work they have agreed to perform.
- The LOCUM must arrive at the branch where he or she is booked to work at the allocated time.
- The LOCUM will only be paid from the time he or she arrives at the branch (unless otherwise agreed). If the LOCUM is late, he or she must contact the branch and advise them of his or her estimated time of arrival.
- Where a CLIENT with whom the LOCUM was booked to work cancels a booking once confirmed The AGENCY will use its best endeavours to obtain alternative LOCUM work. If the LOCUM suffers any financial loss or any other loss whatsoever as a result of the CLIENT's actions, the CLIENT and not The AGENCY, would be liable for such loss if appropriate.
- Should the LOCUM feel that he or she is unable to attend work due to illness, the LOCUM must advise The AGENCY of the situation and telephone the branch where he or she was due to work. The LOCUM, with The AGENCY's assistance, will be required to arrange for an alternative LOCUM for the branch where possible.

- The LOCUM agrees to check ALL the details of ALL bookings with The AGENCY's staff on regular basis. If there are any discrepancies they will inform The AGENCY well before the date of the booking and ensure they receive a confirmation of bookings via fax, email or phone in sufficient time before the date of the booking to identify and highlight any discrepancies.
- The LOCUM must phone the store before the date of the booking to confirm the details supplied by The AGENCY are correct and should phone the store one working day before the booking to reconfirm details.
- The LOCUM will ensure they fully read all information sent from The AGENCY and immediately inform The AGENCY of any issues.
- The LOCUM will inform The AGENCY if they are unable to receive emails from The AGENCY and ensure they regularly contact The AGENCY so The AGENCY can inform them of information that is in these emails.
- The LOCUM will ensure they have confirmation off all matters via email, fax or post and should not solely rely upon verbal conversations.

I read and accept the terms and conditions for locums therefore I sign bellow:

Signature: _____

Full Name: _____

RPSGB Number: _____

Date: _____