

Contract of Services with the client

THE PARTIES

- (1) Agenda Medical Locums Limited (registered company no. 5104914) of 18 Watermark Way, Hertford Herts SG13 7TZ (“**the Employment Business**”).
- (2) The Client of to whom the Locum Doctor is Introduced. For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Locum Doctor is introduced.

RECITALS

- (A) The Employment Business carries on the business of sourcing and supplying locum doctors to provide services to clients of the Employment Business. The Client has instructed the Employment Business to supply a locum doctor to provide certain services, as specified in the Schedule 2 (“**the Services**”).
- (B) The Employment Business will introduce a locum doctor to the Client to provide the Services to the Client on the terms and subject to the conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

- “**Agency Workers Regulations**” means the Agency Workers Regulations 2010;
- “**Assignment**” means the Services to be performed by the Locum Doctor for the Client for a period of time during which the Locum Doctor is supplied by the Employment Business to provide the Services to the Client;
- “**Charges**” means the charges as notified to the Client at the commencement of the Assignment and which may be varied by the Employment Business from time to time during the Assignment. The charges are comprised of the Locum Doctor Fees, the Employment Business’ commission, and any travel, hotel or other disbursements as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable;
- “**Conduct Regulations**” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- “**Data Protection Laws**” means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
- “**Engagement**” means the engagement, employment or use of the Locum Doctor’s services by the Client or by any third party to whom the Locum Doctor has been introduced by the Client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement, or any other engagement; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
- “**Introduction**” means (i) the passing to the Client of a curriculum vitae or information which identifies the Locum Doctor or (ii) the Client’s interview of a Locum Doctor (in person, by telephone or by any other means), following the Client’s instruction to the Employment Business to supply a locum doctor; or (iii) the supply of a Locum Doctor; and, in any case, which leads to an Engagement of that Locum Doctor; and “Introduces” and “Introducing” shall be construed accordingly;

- “Locum Doctor”** means the individual Introduced to the Client by the Employment Business to carry out an Assignment (and save where otherwise indicated, includes any third party to whom the provision of the Services is assigned or sub-contracted with the prior approval of the Client);
- “Locum Doctor Fees”** means the fees payable to the Locum Doctor for the provision of the Services;
- “Losses”** means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
- “Off Payroll”** means Chapter 10, Part 2, Income Tax (Earnings and Pensions) Act 2003;
- “Period of Extended Hire”** means any additional period that the Client wishes the Locum Doctor to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;
- “PSC Intermediary”** means the Locum Doctor’s personal services company;
- “Relevant Period”** means (a) the period of 8 weeks commencing on the day after the last day on which the Locum Doctor worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Locum Doctor worked for the Client having been supplied by the Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous Assignment.
- “Remuneration”** includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Locum Doctor for services rendered to or on behalf of the Client. Where a company car is provided, a notional amount of £2,000 will be added to the sums paid to the Locum Doctor in order to calculate the Employment Business’ fee;
- “Transfer Fee”** means the fee set out in Schedule 1 and payable in accordance with clause 7 below and Regulation 10 of the Conduct Regulations;
- “Vulnerable Person”** means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of 18; and
- “Working Time Regulations”** means the Working Time Regulations 1998.
- 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. The headings contained in this Agreement are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

2. THE CONTRACT

- 2.1. This Agreement together with the attached Schedules (“**Agreement**”) constitutes the contract between the Employment Business and the Client for the supply of the Services by the Employment Business to the Client, and is deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of a Locum Doctor or the passing of any information about the Locum Doctor to any third party following an Introduction.
- 2.2. This Agreement contains the entire agreement between the parties and unless otherwise agreed in writing by a director of the Employment Business, shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client
- 2.3. Subject to clause 6.2 no variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between a director the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Locum Doctors for Assignments with the Client.
- 2.5. The Client acknowledges that where the Locum Doctor is unable to provide any part of the Services for whatever reason the Locum Doctor shall be entitled to supply a substitute or assign or sub-contract the performance of the Services provided that the Employment Business and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills and qualifications to provide the Services to the required standard and that the terms of any such assignment or sub-contract contain the same acknowledgements under and obligations imposed by the agreement between the Locum Doctor and the Employment Business.
- 2.6. The Client acknowledges that the Locum Doctor shall be permitted to determine how it will provide the Locum Doctor Services, subject to the Locum Doctor complying with any reasonable operational requirements of the Client.
- 2.7. The Client or the Client’s client will confirm promptly and accurately, by latest the start date of an Assignment;
 - 2.7.1 If it or its client is a United Kingdom public authority within scope of Off-Payroll rules; and
 - 2.7.2 If the contract between the Client and its public authority client is an outsourced service not within scope of Off Payroll.
 - 2.7.3 If Off Payroll is in scope the Client will, or will procure that the Client’s client will, determine, using reasonable care whether Off Payroll applies to an Assignment and will provide the determination decision to the Employment Business by latest the start date of a Supply.
 - 2.7.4 The Client will or will procure that the Client’s client will, provide timely, accurate and full information as is required by the Employment Business to comply with Off Payroll including evidence in support of the Off-Payroll determination when requested, as soon as possible but within the statutory deadline of 31 days
 - 2.7.5 The Client will, or will procure that the Client’s client will, notify the Company as soon as practicable if there is a change of Off Payroll status during a Supply and acknowledges the legal liabilities arising from being in breach of Off Payroll.
 - 2.7.6 If Off-Payroll applies and the Client or the Client’s client, as applicable, fail to take reasonable care in making the determination or complying with the statutory deadlines, then the Client or Client’s client as public authority shall fulfil its statutory duties as fee payer.

3. CLIENT OBLIGATIONS

- 3.1. To enable the Employment Business to comply with its obligations under the Conduct Regulations the Client undertakes to provide to the Employment Business details of the position which the Client seeks to fill, including the following:
 - 3.1.1. the type of work that the Locum Doctor would be required to do;
 - 3.1.2. the location and hours of work;
 - 3.1.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Locum Doctor to possess in order to work in the position;
 - 3.1.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 3.1.5. the date the Client requires the Locum Doctor to commence the Assignment; and
 - 3.1.6. The duration or likely duration of the Assignment.

4. INFORMATION TO BE PROVIDED

- 4.1. When making an Introduction of a Locum Doctor to the Client the Employment Business shall inform the Client:
 - 4.1.1. of the identity of the Locum Doctor;
 - 4.1.2. that the Locum Doctor has the necessary or required experience, training, qualifications and any authorisation required by law or any professional body or the Client to work in the Assignment;
 - 4.1.3. that the Locum Doctor is Engaged by the Employment Business under a contract for services; and that the Locum Doctor is willing to work in the Assignment; and
 - 4.1.4. Of the Charges.
- 4.2. 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 Locum Doctor is Introduced for an Assignment in the same position as one in which the Locum Doctor had previously been supplied within the previous 5 business days and such information has already been given to the Client and remains unchanged, unless the Client requests that the information be resubmitted.

5. VERIFICATION OF EXECUTION OF THE SERVICES

- 5.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than 1 week or is completed or finished before the end of a week) the Client shall verify the execution of the Services by signature of a form provided to the Client for this purpose.
- 5.2. Verification by the Client of the execution of the Services constitutes acceptance by the Client that the Services have been provided satisfactorily and in accordance with this Agreement. Failure to verify execution in writing does not affect the Client's obligation to pay the Charges in respect of the work done. In the event that the Client is dissatisfied with the work performed by the Locum Doctor the provisions of clause 10.1 and 11 below shall apply.

6. CHARGES

- 6.1. The Employment Business reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.
- 6.2. The Charges are invoiced to the Client on a weekly basis and are payable within seven (7) days.
- 6.3. The Employment Business reserves the right to charge interest on invoiced amounts unpaid by the due date at the rate of 8 % per annum above the base rate from time to time of Barclays Bank from the due date until the date of payment.
- 6.4. No refunds are payable in respect of the Charges.
- 6.5. The Client's obligations under this clause 6 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
- 6.6. The Employment Business is responsible for paying the Locum Doctor. Where Off Payroll applies to an Assignment, the fee payer (as defined in Off Payroll) whether the Employment Business or a third party, shall deduct PAYE and employee NICs due on the gross invoice (net of VAT) prior to payment of PSC Intermediary's invoice and shall remit such sums and employer's NICs to HM Revenue and Customs to comply with its statutory duty. The Client warrants to take all reasonable care making the Off Payroll determination, to base its decision on accurate and complete information and to notify the Employment Business immediately if the Off Payroll status of an Assignment changes during an Assignment.

7. TRANSFER FEES

- 7.1. The Client shall be liable to pay a Transfer Fee if the Client Engages the Locum Doctor Introduced by the Employment Business other than via the Employment Business, or introduces the Locum Doctor to a third party and such introduction results in an Engagement of the Locum Doctor by the third party other than via the Employment Business and:
 - 7.1.1. where the Locum Doctor has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or
 - 7.1.2. Where the Locum Doctor has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Client.

The Transfer Fee will be calculated in accordance with Schedule 1.
- 7.2. If the Client wishes to engage the Locum Doctor other than via the Employment Business, without liability to pay a Transfer Fee the Client may, on giving one week's written notice to the Employment Business, engage the Locum Doctor for the Period of Extended Hire specified in Schedule 1.
- 7.3. During such Period of Extended Hire the Employment Business shall supply the Locum Doctor on the same terms on which it has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 7.2 and the Client shall continue to pay the Charges. If the Employment Business is unable to supply the Locum Doctor for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Client does not wish to hire the Locum Doctor on the same terms as the Assignment, but the Locum Doctor is Engaged by the Client, the Client shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Client during any part of the Period of Extended Hire worked by the Locum Doctor before being Engaged by the Client. If the Client fails to give notice of its intention to engage the Locum Doctor other than via the Employment Business before the Engagement takes place, the parties agree that the Transfer Fee shall be due in full.
- 7.4. Where prior to the commencement of the Client's Engagement other than via the Employment Business, the Employment Business and the Client agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 1 pro-rata. Such reduction is subject to the Client Engaging the Locum Doctor for the agreed fixed term. Should the Client extend the Locum Doctor's Engagement or re-Engage the Locum Doctor within 12 months from the

commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.

- 7.5. No refund of the Transfer Fee will be paid in the event that the Engagement of the Locum Doctor other than via the Employment Business by the Client or a third party, to which the Client introduces the Locum Doctor, subsequently terminates or terminates before the end of the fixed term referred to in clause 7.4.
- 7.6. VAT is payable at the applicable rate in addition to any transfer or cancellation fee due.

8. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

- 8.1. Where:
 - 8.1.1. the Locum Doctor is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or where the Assignment involves working with, caring for or attending one or more Vulnerable Persons the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Client copies of any relevant qualifications or authorisations of the Locum Doctor; and
 - 8.1.2. the Assignment involves working with, caring for or attending one or more Vulnerable Persons, the Employment Business will in addition take all reasonably practicable steps to obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Locum Doctor and who have agreed that the references they provide may be disclosed to the Client; and such other reasonably practicable steps as are required to confirm that the Locum Doctor is suitable for the Assignment. If the Employment Business has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.
- 8.2. The Client shall advise the Employment Business at the time of instructing the Employment Business to supply a Locum Doctor, whether during the course of the Assignment, the Locum Doctor will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable.
- 8.3. The Client shall assist the Employment Business by providing any information required to allow the Employment Business to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable and to allow the Employment Business to select a suitable Locum Doctor for the Assignment.
- 8.4. In particular in the event that the Client removes a Locum Doctor from an Assignment in circumstances which would require the Employment Business to provide information to the Independent Safeguarding Authority (or equivalent authority) under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable, the Client will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

9. UNSUITABILITY OF THE LOCUM DOCTOR

- 9.1. The Client undertakes to satisfy itself with the Locum Doctor's suitability in carrying out the Services. If the Client reasonably considers that the services of the Locum Doctor are unsatisfactory, the Client may terminate the Assignment either by instructing the Locum Doctor to leave the Assignment immediately, or by directing the Employment Business to remove the Locum Doctor. The Employment Business may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Locum Doctor, provided that the Client has notified the Employment Business immediately that they have asked the Locum Doctor to leave the Assignment or the Assignment terminates:
- 9.1.1. within 4 hours of the Locum Doctor commencing the Assignment where the Assignment is for more than 7 hours; or
 - 9.1.2. within 2 hours for Assignments of 7 hours or less; and provided that notification of the unsuitability of the Locum Doctor is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.
- 9.2. The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that a Locum Doctor supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Client shall remain liable for all such Charges incurred prior to the termination of the Assignment
- 9.3. The Client shall notify the Employment Business immediately and without delay and in any event within 1 hour if the Locum Doctor fails to provide the Services or has notified the Client that s/he is unable to provide the Services for any reason.

10. TERMINATION OF THE ASSIGNMENT

- 10.1. The Assignment will terminate on the end date set out in schedule 2. Either party may terminate the assignment earlier by giving to the other party in writing the period of notice specified in schedule 2.
- Any cancellation of a booking set out in schedule 2 will result in a charge of 50% (more than 2 weeks' notice) or 100% (less than 14 days notice) of the total charge of the booking when the original booking was made. In addition, you will be required to pay Travel expenses incurred by the locum prior to the cancellation.
- Notwithstanding clause 10.1 the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:
- 10.1.1. the Locum Doctor has acted in breach of any statutory or other reasonable rules and regulations applicable to them while providing the Services; or
 - 10.1.2. The Client reasonably believes that the Locum Doctor has not observed any condition of confidentiality applicable to the Locum Doctor from time to time.
- 10.2. The Employment Business may terminate an Assignment forthwith by notice in writing if:
- 10.2.1. The Client is in wilful or persistent breach of its obligations under these Terms and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the Employment Business to do so; or
 - 10.2.2. the Client fails to pay any amount which is due to the Employment Business in full and on the date that the payment falls due; or
 - 10.2.3. the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
 - 10.2.4. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client; or

- 10.2.5. an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
- 10.2.6. (Where the Client is an individual) the Client dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

11. CONFIDENTIALITY AND DATA PROTECTION

All information relating to a Locum Doctor is confidential and is subject to the Data Protection Laws and is provided solely for the purpose of providing Services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain. Agenda Medical locums will perform a credit check once our contract of service has been received. By signing this contract of service you are confirming your agreement to such a report being applied for. This report will be handled in line with the Data Protection Act 1998.

12. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Services by the Locum Doctor or any third party to whom the Services are assigned or sub-contracted for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Locum Doctor and set out in Schedule 2. Accordingly the Employment Business shall use its reasonable endeavours to ensure that the Locum Doctor shall execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

13. LIABILITY AND INDEMNITY

- 13.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Locum Doctor and to provide the same in accordance with the Assignment details as provided by the Client, no liability is accepted by the Employment Business for any Losses arising from the failure to provide a Locum Doctor for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Locum Doctor or if the Locum Doctor terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 13.2. For the avoidance of doubt, the Locum Doctor is not under the supervision, direction or control of the Client, the Client does not have the right to supervise, direct or control the Locum Doctor and the Locum Doctor is not an agency worker as defined under the Agency Workers Regulations. The terms of the Employment Business' VAT clearance is on an individual assignment basis and if on the facts and context of an Assignment there is not a supply of healthcare services, then the supply may not be VAT exempt and accordingly a VAT charge may be due. Should the VAT exemption be dis-applied on an Assignment, the Employment Business reserves the right to issue credit notes and reissue a VAT invoice for the affected services. Should any subsequent VAT charge be, in the Employment Business' reasonable opinion, a result of the Client's acts or omissions in the treatment of the locum doctor, then the Client shall indemnify the Employment Business fully for any claims for payment made against it by any third party, including HMRC, in respect of the VAT charge including but not limited to the VAT charge itself, fines, interests and costs. This indemnity shall apply to all Assignments for the supply of healthcare services and shall survive their termination.
- 13.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Locum Doctor and about any requirements imposed by law or by any professional body, which must be satisfied if the Locum Doctor is to fill the Assignment. For the avoidance of doubt, the Locum Doctor is not a worker for the purposes of the Working Time Regulations. The Client will comply in all respects with all relevant statutes, by-laws, codes of practice and legal requirements including the provision of adequate public liability insurance in respect of the Locum Doctor.
- 13.4. The Client undertakes not to request the supply of a Locum Doctor to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Client to perform the duties of a person on strike or taking official industrial action.

- 13.5. The Client shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with, and/or as a result of any breach of, this Agreement by the Client.
- 13.6. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Locum Doctor for the Locum Doctor to fill the Assignment.
- 13.7. The Client shall indemnify and keep indemnified the Employment Business against any Losses suffered or incurred by the Employment Business by reason of any proceedings, claims or demands by any third party including specifically, but without limitation, HM Revenue and Customs and any successor, equivalent or related body pursuant to Off Payroll arising out of the Client's fulfilment of its statutory obligations under Off Payroll.

14. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

15. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

16. RIGHTS OF THIRD PARTIES

None of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

17. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

18. RIGHTS OF THIRD PARTIES

None of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

19. LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales/Scotland and are subject to the exclusive jurisdiction of the Courts of England & Wales/Scotland.

SCHEDULE 1: Transfer Fees

The Transfer Fee referred to in clause 7 shall be agreed in writing between the Employment Business and the Client. In the event that the parties do not agree the amount of the Transfer Fee then the Employment Business shall be entitled to charge a fee calculated as follows: 25% of the Remuneration payable to the Locum Doctor during the first 12 months of the Engagement or

The Period of Extended Hire, referred to in clause 7, before the Client engages a, Locum Doctor shall be agreed in writing between the Employment Business and the Client. In the event that the parties do not agree the length of the Period of Extended Hire then the period shall be 26 weeks

SCHEDULE 2: (SAMPLE) Assignment details

Locum Doctor:	The locum GP name will appear here
Services:	Medical Services
Client name and nature of business:	Your Company name will appear here
Client address/location where the Services are to be provided:	Your company address will appear here
Assignment duration or expected duration:	Assignment details will be entered here
Hours of work:	The hours of work will appear here
Notice to terminate:	The locum Doctor cannot terminate the assignment without cause and the assignment will terminate on completion of the services.
Locum Doctor Fees:	Details of any fee's will appear here, these would have been agreed with yourself at the time of taking the assignment
Expenses:	Details of any expenses will appear here, these would have been agreed with the client at the time of booking
Intellectual Property Rights owned or retained by the Locum Doctor:	Any details held on file will appear here
Intellectual Property Rights owned or retained by the Client:	Any details given by the client will appear here
Invoicing Frequency:	Weekly
Health and Safety:	You must inform us of any health & safety risks that you are aware of prior to the GP commencing the assignment
Experience, training and qualifications required:	You must inform us of any specific experience, training or qualifications that are required
Period of Extended Hire: Notice period required where Client wishes to engage the Locum Doctor for the Period of Extended Hire in accordance with clause 7.2:	One Weeks written notice
Period of Extended Hire if the Client wishes to engage the Locum Doctor and avoid paying a Transfer Fee:	26 weeks

Other information:

Cancellation Fees:

These will be confirmed in the assignment

Equipment Provided

- **By Client:** Emergency equipment to include resuscitation kit and defibrillator, oxygen and masks, nebulisers and emergency medication. Special kits including phlebotomy bottles and needles, eye examination equipment, microbiology bottles and swabs, other specialised transport media, gynaecology and obstetrics equipment (including Foetal heart monitor), dressings, practice fridge for storage of samples.
- **By Locum Doctor:** The Locum Doctor will provide and maintain personal medical equipment such as a stethoscope, otoscope, ophthalmoscope and sphygmomanometer but not consumable items (e.g. urine dipsticks, containers, needles, syringes etc.), or Drugs.

Other information:

Any other applicable information will be listed