

Terms and Conditions of Business

Definitions

The following definitions apply in the terms and conditions of business

“The Company” means Pharmacover Locums Ltd

“The Client” means the person, firm or organisation to whom services are provided by the company.

“The Assignment” means the period during which the locum is supplied to render services to the client.

“Engagement” means the engagement of the locum directly by the client or any third party or through any other employment business on a permanent or temporary basis.

“The Locum” means the individual who is introduced by Pharmacover Locums Ltd to render services to the client.

“Introduction Fee” means the fee payable in accordance with clause 3 below and regulation 10 of the conduct of business 2003.

“Transfer Fee” means the fee payable in accordance with clause 4 below and regulation 10 of the conduct of business 2003.

The Contract

These terms constitute a contract between Pharmacover and the client for the supply of locum services by Pharmacover to the client. They are deemed to be accepted by the client by virtue of its request for interview with or engagement of the locum or the passing of information about the locum to any third party following introduction. These terms contain the entire agreement between Pharmacover and the client and prevail over any terms of business or purchase conditions put forward by the client. Pharmacover operates as a recruitment agency.

Placement Charges

The client agrees to pay Pharmacover the locum placement charges based on the agreed rates per day per placement plus VAT. An additional fee will be charged for placements requested within 24 hours of the commencement of an assignment. Where an assignment is confirmed as being covered with the locum's name given to the client, the locum placement charge will be due and payable irrelevant of later cancellation by the client.

Payment of fees to Pharmacover by the client must be received within 28 days following the date of the invoice. Failure to pay by this date will incur interest charges and appropriate fees as defined by the Late Payment of Commercial Debts (Interest) Act 1998 and the EU directive 2000/35/EC.

In the event that the introduction of the locum to the client which does not result in the supply of that locum but which leads to an engagement of the locum by the client either directly or pursuant to being supplied by another employment business within 6 months from the date of introduction the client shall be liable for either:

1. Payment of daily locum placement charge for a period of 14 weeks having given 14 days notice of intentions.

Or

2. An introduction fee of 5% of the remuneration applicable during the first 6 months of engagement.

No refund will be paid in event that the engagement subsequently terminates. VAT is payable in addition to any fees due.

In the event of the engagement by the client of a locum supplied by Pharmacover for an assignment either directly or pursuant to being supplied by another employment business, within either, the duration of the assignment, 14 weeks from the start of the assignment (where a break occurs between assignments over 6 weeks will be considered as the first assignment) or 8 weeks from the day after the last day the locum worked on the assignment. The client shall be liable for either:

1. Payment of daily locum placement charge for a period of 14 weeks having given 14 days notice of intentions.

Or

2. A transfer fee of 5% of the remuneration applicable during the first 6 months of engagement.

No refund will be paid in event that the engagement subsequently terminates. VAT is payable in addition to any fees due.

In the event that a locum supplied to a client is introduced to a third party which results in the engagement of the locum by the third party within either the duration of the assignment, 14 weeks from the start of the assignment (where a break of 6 weeks or more occurs between assignments, it will be considered as the first assignment) or 8 weeks from the day after the last day the locum worked on the assignment. The client shall be liable for either:

1. Payment of daily locum placement charge for a period of 14 weeks having given 14 days notice of intentions.

Or

2. A transfer fee of 5% of the remuneration applicable during the first 6 months of engagement.

No refund will be paid in event that the engagement subsequently terminates. VAT is payable in addition to any fees due.

In the event that there is an introduction of a locum to the client which does not result in the supply of that locum by Pharmacover to the client, but the locum is introduced to a third party which results in the engagement of the locum by the third party within six months from the date of the first introduction, the client shall be liable for either:

1. Payment of daily locum placement charge for a period of 14 weeks having given 14 days notice of intentions.

Or

2. A transfer fee of 5% of the remuneration applicable during the first 6 months of engagement.

No refund will be paid in event that the engagement subsequently terminates. VAT is payable in addition to any fees due.

Information to be provided

When making an introduction of a locum to a client Pharmacover will inform the client that the locum has the necessary skills and qualifications required by law to work on that assignment.

Locum Placement

The client is responsible for payment directly to the locum of all locum remuneration and expenses. The contract of hire is between the client and the locum. Remuneration is payable daily, weekly or immediately upon termination of the contract period.

It is the responsibility of the client and the locum to ensure all taxes and statutory payments are paid to meet existing regulations. Pharmacover shall not be liable for any payment of locum remuneration or expenses.

Liability

Pharmacover is not liable for any loss, expense, damage or delay arising from the failure to provide locums for all or part of the period of the booking or from negligence, dishonesty, misconduct or lack of skill of the locum. Locums supplied by Pharmacover are not employees but are deemed to be under the supervision of the client for the duration of the assignment. The client agrees to be responsible for all acts, errors and omissions of the locum. The client will comply in all respects with all statutes, codes of practice and legal requirements to which the client is ordinarily subject to in respect of the clients own staff including adequate public liability insurance cover for the locum during all assignments. The client will provide all suitable protective clothing and safety equipment. The client shall indemnify and keep indemnified Pharmacover against any costs arising out of non-compliance of the above or as a result of any breach of these terms by the client. Pharmacover adopts equal opportunity practices for its locums irrespective of their sex, age, ethnic origin, mental status, physical ability, sexual orientation or religious beliefs.

Termination

The client undertakes to supervise the locum to ensure the clients satisfaction with the standard of workmanship. Should the client consider the services provided by the locum unsatisfactory, the client may terminate the assignment by directing Pharmacover to remove the locum. The client must provide notification in writing that the Locum is unsuitable within 48 hours of the termination. The client will notify Pharmacover immediately if the locum fails to attend work. Pharmacover shall notify the client immediately if it obtains information which gives reasonable grounds to believe that the locum is unsuitable for the assignment and shall terminate the assignment.

General

The acceptance of services of any locum introduced to the client by Pharmacover shall be deemed to be acceptance by the client of our standard terms and conditions and fees of Pharmacover then in force. These terms are governed by law of England and Wales and are

subject to the exclusive jurisdiction of the courts of England and Wales, Scotland and Northern Ireland.

Declaration

I confirm that I have read and understood the terms and conditions for Pharmacover and agree to be bound by them.

Name of Company

Position in Company

Print Name

Authorised Signature

Date