

## CLIENT TERMS & CONDITIONS

### DEFINITIONS

**In these Terms and Conditions the following definitions apply:**

**“Assignment”** means the time period during which the Locum is supplied to render services to the Client.

**“Client”** means the person, firm or organisation requiring the services of the Locum together with any subsidiary or associated company.

**“Locum”** refers to the GP Locum in question.

**“First Choice Locums”** means First Choice Locums Limited of, Sandwell House, 41 Sandwell St, Walsall, WS1 3EB.

**"Engagement"** means any employment or use of the Locum on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement.

### 1. CONTRACT WITH CLIENT

1.1. These Terms constitute the contract between First Choice Locums and the Client for the supply of Locum services by First Choice Locums to the Client and are deemed to be accepted by the Client by virtue of its request for Engagement of the Locum. Unless otherwise agreed in writing by First Choice Locums, these Terms prevail over any terms of business or purchase conditions offered by the Client.

1.2. No variation, alteration or changes to these Terms & Conditions shall be valid unless the details of such variation are agreed and signed by the Client and First Choice Locums.

### 2. INVOICING & CHARGES

2.1. The Client agrees to pay the hourly charges of First Choice Locums as notified at the commencement of the Assignment. The charges are calculated according to the number of hours worked by the Locum (to the nearest quarter hour), the number of home visits and the number of extra patients seen by the Locum.

2.2 The charges are invoiced to the Client within 7 working days of the assignment being completed and are payable within 14 days. First Choice Locums reserves the right to charge a fixed £30 late payment fee per session on any invoices not paid within 14 days.

2.3 In the case where the client agrees to pay the doctor directly, payment must be made within 7 days of invoice date. First Choice Locums reserves the right to charge a fixed £30 late payment fee per session on any invoices not paid within 7 days.

2.4 First Choice Locums charges are subject to review from time to time. First Choice Locums will provide you with notice of any increases in writing, which will take effect immediately.

2.5 Charges may be subject to VAT (where applicable) which will be applied at the standard VAT rate.

### 3. INTRODUCTION FEES/DIRECT ENGAGEMENT

3.1. The direct Engagement by a Client of a Locum introduced by First Choice Locums, or the introduction by the Client of a Locum to any third party resulting in an Engagement (or, where applicable, if the Locum has become incorporated under a limited company, the Engagement of that limited company) renders the client to a immediate charge of £10,000 or 25% of any past, immediate or future payment to the Locum, whichever is the greater.

### 4. TIMESHEETS

4.1. 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 or is completed before the end of a week) the Client shall sign First Choice Locums' timesheet verifying the number of hours worked by the Locum during that week. Signature of the timesheet by the

Client indicates satisfaction with the services provided by the Locum and confirmation of the number of hours worked. Failure to sign the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

## **5. LIABILITY**

5.1. Whilst every effort is made by First Choice Locums to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Locums and further to provide them in accordance with the Client's booking details, First Choice Locums is not liable for any loss, expense, damage or delay arising from any failure to provide any Locum for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Locum.

5.2. For the avoidance of doubt, First Choice Locums is not liable for death, personal injury or any other claims or complaints arising from its own or the Locum's negligence.

5.3. Locums are workers for First Choice Locums under contracts for services. They are not the employees of First Choice Locums but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment.

5.4. The Client agrees to be responsible for all acts, errors or omissions of the Locum, whether wilful, negligent or otherwise as

though he was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety at Work Act etc., by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.

5.5. The Client shall advise First Choice Locums of any special health and safety matters about which First Choice Locums is required to inform the Locum. The Client will assist First Choice Locums in complying with First Choice Locums' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by First Choice Locums, and the Client will not do anything to cause First Choice Locums to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Locum for more than 48 hours in any week, the Client must notify First Choice Locums of this requirement before the commencement of that week.

5.6. The Client shall indemnify and keep indemnified First Choice Locums against any costs, claims or liabilities incurred by First Choice Locums arising out of any Assignment or arising out of any non-compliance and/or as a result of any breach of these Terms by the Client.

## **6. CANCELLATION**

6.1. The Client undertakes to supervise the Locum sufficiently to ensure the Client's satisfaction with the Locum's standards of workmanship. If the Client reasonably considers that the services of the Locum are unsatisfactory, the Client may terminate the Assignment either by instructing the Locum to leave the Assignment immediately, or by directing First Choice Locums to remove the Locum.

## **7. OTHER**

7.1. Correctly directed fax transmissions shall be deemed to have been received on transmission as evidenced by the transmission report. Correctly addressed emails shall be deemed to have been delivered on despatch as evidenced by hard copy printout.

7.2. The Client hereby grants First Choice Locums the right to: use its name and logo on its website, client list and its promotional literature both current and future and grants First Choice Locums to advertise any vacancies for potential locums on its website.

## **8. AGREEMENT**

8.1. I confirm that we have read, understood and agree to adhere to these terms.