

Terms of business between Trust Locums and Client

Definitions:

“Client” means an individual, partnership, LLP or corporate body together with any subsidiary or associated Company as defined by the Companies Act 2006 to which Healthcare Services are provided.

“Healthcare Professional” means an individual enrolled or registered on a statutory register whose primary purpose is to provide Healthcare Services

“Healthcare Services” means services for the protection, maintenance, or restoration of the health of an individual.

“Service Period” means the period, as agreed from time to time, during which Trust Locums is engaged to provide Healthcare Services.

1. These terms of business replace all previous terms of business that existed between Trust Locums and the Client. By asking Trust Locums to provide Healthcare Services the Client is agreeing to abide by these terms of business.

2. Trust Locums will provide Healthcare Services on a contract for services basis. No contract will exist between Trust Locums and the Client between Service Periods. During the Service Periods Trust Locums will operate as an Employment Business and will charge the Client a rate agreed at the time of booking the Service Period and outlined in the confirmation to the Client.

3. Where a Client, or any subsidiary or associated Client of the Client, or any person connected with, or any employee or officer of the Client wishes to engage a Healthcare Professional for a definite or indefinite period, on a temp to perm or temp to temp or a temp to third party arrangement then as per the Employment Agencies Act 1973 (as amended) and specially under Regulation 10 of the Employment Agencies Regulations Trust Locums reserves the right to charge the Client a fee of 20% of the annual remuneration of the Healthcare Professional if the engagement takes place within the longer of the following periods:

- i. The Client engages the healthcare Professional within 8 weeks the day after the last day of the last Service Period.
- ii. The Client engages the healthcare Professional within 14 weeks of the start of the Service Period.
- iii. Where there has been a break of more than 42 days between assignments then the 14 weeks will be calculated from the start of the later Service Period.

4. It is agreed by all parties that an introduction shall be affected when Trust Locums sends or provides information relating to the Healthcare Professional, whether orally or in writing, enough to identify the Healthcare Professional, or the Client requests Trust Locums to arrange a Service Period or a meeting between the Client and the Healthcare Professional regardless of whether the Healthcare Professional is already known to the Client. With regards to clause 3 where the Client fails to inform Trust Locums of the annual remuneration, the fee will be calculated by multiplying the last hourly rate agreed between the Client and Trust Locums by a figure not exceeding 300.

5. In line with CQC guidance, NHS Employment check standards and current Department of Health Directives, Trust Locums will check and verify all documentation provided by a Healthcare Professional including but not limited to, their identity, their right to work in the UK, their qualification and professional registration, employment history and references, criminal records check and occupational health.

6. In line with current regulations, we remind the Client that they have a responsibility to check all documentation provided for a Healthcare Professional including but not limited to, their identity, their right to work in the UK and their professional qualification or registration.

7. With regards to clause 6, Trust Locums shall not be responsible for any loss, damage, expense or claim by a third party arising from the Client's failure to check the documentation provided by Trust Locums.

8. The Client agrees to notify Trust Locums immediately of any breach or alleged breach in performance, or any incompetence or negligence on the part of a Healthcare Professional. Any notification under this clause shall contain sufficient details of the matter or matters.

9. In line with CQC guidelines Trust Locums must receive any complaint regarding a Healthcare Professional in writing.

10. The Client shall notify Trust Locums immediately of any cancellations or changes to the nature of the Service Period. Any notification under this clause shall contain sufficient detail of such cancellation or change.

11. The Client may request Trust Locums to end a Service Period including for unsatisfactory work at any time. In such event, the Client will only be charged for any Service Period worked at the agreed hourly rate.

12. If the Healthcare Professional cannot attend a Service period for whatever reason Trust Locums will endeavour to find a replacement. The Healthcare Professional reserves the right to send a substitute to cover the Service Period. Any Substitute must be of comparable qualification and experience and must allow for clause 6. In this case the Healthcare Professional will pay the Substitute and invoice Trust Locums who will still invoice the Client for the Service Period.
13. Trust Locums will maintain throughout each Service Period Professional Indemnity Insurance with a limit of £2.5 million for any one claim.
14. The Client agrees to effect and maintain throughout each Service Period adequate insurance cover normally required by the Client and prior to accepting a Healthcare Professional must let Trust Locums know of any risks to health and safety and any steps taken to control and prevent such risks.
15. Trust Locums will render invoices weekly or upon completion of the Service Period whichever is shorter. This is payable within 30 days of the date of the invoice.
16. Trust Locums must receive any complaint regarding an invoice in writing within 10 days of the invoice date.
17. Invoices will be assigned to Aldermore Bank PLC, (registered address) Springfield House, Wellington Street, Leeds, West Yorkshire, LS1 2AY who will conduct credit control procedures on our behalf. Overdue invoices will be chased in accordance with the Aldermore Bank PLC procedures and charges.
18. The Client will indemnify Trust Locums for any legal costs incurred in the pursuit of monies owed from the Client to Trust Locums or any third party. Once an application for legal proceeding has been submitted extra charges will apply.
20. Where any of the terms and conditions herein is inconsistent with any terms and conditions of the Client (in respect of provision of the Services) then the terms set out in this agreement shall prevail.
21. Trust Locums reserves the right to alter or change any of the terms of this agreement with prior notice to the Client where possible.