

**TERMS OF BUSINESS FOR CLIENTS**  
**LOCUMS PAID BY THE CLIENT**

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

**DEFINITIONS:**

- AGENCY:** means Clinical Employment Services Limited t/a CES Locums, registered in England No. 5240338 with offices at Units 31-33 Freetrade House, Lowther Road, Stanmore HA7 1EP
- 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 CONTRACT**

These terms and conditions shall form part of every contract between AGENCY and any CLIENT that uses the services of the AGENCY to procure the services of a LOCUM  
Upon using the services of the AGENCY, the client shall be deemed to accept these standard terms and conditions.

No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and 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

**1. CONFIRMATION and CANCELLATION of an ASSIGNMENT**

Assignments must be confirmed and/or cancelled in writing with the AGENCY in one of the known formats otherwise it will not be considered as confirmed and/or cancelled.

**2. LOCUM REMUNERATION**

The LOCUM remuneration rates are agreed at the time of booking. They are subject to change as stipulated herein and we may from time to time negotiate with you to mutually agree particular locum remuneration rates for a specific booking.

The CLIENT shall be responsible for paying REMUNERATION directly to the LOCUM upon termination of the engagement or weekly, whichever is the lesser period, unless the CLIENT and the LOCUM mutually agree some alternative schedule. The LOCUM and the CLIENT shall share sole responsibility for ensuring the payment of all and any Income Tax, National Insurance Contributions and other statutory payments in accordance with Schedule D of the Finance Act from time to time.

### **3. BOOKING FEE**

The AGENCY booking fee shall become due and payable by the client upon the CLIENT's acceptance of a LOCUM booked through the AGENCY and such booking fee shall be payable even if the client later cancels the booking.

The client accepts and agrees that the AGENCY shall have no responsibility or obligation to limit or mitigate the LOCUM's right to seek compensation from the CLIENT if the LOCUM is unable to obtain suitable alternative engagement for the dates that the CLIENT cancels.

The client accepts and agrees that the AGENCY acts only as an introduction service between the LOCUM and the CLIENT and the CLIENT accepts and agrees that the AGENCY shall not be liable to the CLIENT for any losses or costs of any nature howsoever or whatsoever should the LOCUM be unable to fulfil a booking that he or she has accepted. In the event a LOCUM is unable to fulfil a booking, the AGENCY shall use its best endeavours to introduce a suitable replacement and, failing that, will either refund or not charge a booking fee as appropriate.

Booking Fees are subject to change as stipulated herein and we may from time to time negotiate with you to mutually agree particular booking fees for a specific booking.

Booking fees shall remain in force until altered by the AGENCY upon giving the client thirty days written notice of change.

If the client (or any associate of the client) within six months of the client's engagement of a locum booked through the AGENCY re-engages under any circumstances and under any form of contract said locum, the client forthwith must inform the AGENCY, and: -

- A. shall be liable for payment of the AGENCY booking fees from time to time; or
- B. shall pay a transfer fee if the locum becomes a permanent employee of the client or its associate. The transfer fee shall be calculated at the rate of 15% of the first full year's salary for the said locum.
- C. however if the Client does not inform the agency that the Locum became a permanent employee of the Client or its associates, the transfer fee shall be calculated at the rate of 50% of the first year's salary for the said locum

The client for a period of six months from its termination of the engagement of a locum booked through the AGENCY shall not without first informing and obtaining the consent of the AGENCY introduce said locum as a locum or as a prospective employee to any third party. If the client within a period of six months from its termination of the engagement of a locum booked through the AGENCY with or without the consent of the AGENCY introduces said locum as a locum or as a prospective employee to any third party, the client shall immediately become liable to the AGENCY for the AGENCY booking fees from time to time. If within 5 days of a locum being engaged by the client or through the introduction of the client in the circumstances set out in the preceding two paragraphs the client fails to notify the AGENCY, the client (in addition to any applicable booking or transfer fees from time to time) shall immediately become liable to the AGENCY for a default payment calculated at 60 times the daily booking fee from time to time.

### **4. INVOICING THE CLIENT:**

According to the CLIENT's needs The AGENCY shall raise invoices on weekly on monthly basis and they could be customised according to the CLIENT's needs

### **5. INTEREST ON UNPAID DEBTS**

The AGENCY reserves the right to charge interest at 2% per month above the prevailing Bank of England base rate on any unpaid debt owed for more than 30 days by the client. For the avoidance of doubt, in the

event the client frustrates in any way the right of the AGENCY to invoice the client, the debt shall be deemed to have been due on the date the AGENCY became entitled to invoice the client.

## 6. VAT

All moneys due to the AGENCY shall be subject to the application of VAT in accordance with the VAT and Finance Acts.

## 5. OTHER MATTERS

The client shall be responsible for ensuring: -

- A. that any person acting upon the client's behalf is aware of the terms and conditions that exist between the AGENCY, and
- B. that such persons comply with these terms and conditions.

The client accepts and agrees that the AGENCY cannot be held responsible or liable for any acts or omissions of any locum booked through the AGENCY.

The client accepts and agrees that the AGENCY cannot be held responsible or liable for:

- A. any failure or inability of the AGENCY to provide in part or in full the services requested by the client, or
- B. any other matters relating to the locum

that lead to any loss of any nature suffered by the client, or that lead to any other claims or liabilities whatsoever or howsoever arising.

All locums booked through the AGENCY to a client will be currently registered with the appropriate professional body such as (GMC, NMC, RPSGB etc.) of Great Britain.

All clients must ensure that they have suitable professional indemnity insurance in force that covers the period of engagement of the locum and the professional services and other services the locum supplies.

The client shall not without the express written consent of the AGENCY share with any other parties any business information or materials or data supplied by the AGENCY. All documentation and information and material provided by the AGENCY is the intellectual property of the AGENCY and may not be copied, reproduced, stored in a retrieval system or transmitted in any form or by any other means, either in part or full, without the express prior written consent of the AGENCY.

Signed on behalf of the Client

### CLIENT STAMP

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

