

# LocumSmart Ltd.

7 Woodland Way, London CR4 2DZ 0203 890 5858. Company number: 12941233

## STANDARD TERMS AND CONDITIONS

(Version March 2019)

The Terms and Conditions set out below form the Contract between LocumSmart Ltd, and any person, firm or company (the Client) using the services of Locum Smart Ltd with a view to recruiting the services of a pharmaceutical locum whether as an employee or as a sub-contractor:

The following is a list of the charges payable to Locum Smart Ltd for the placement of a locum at the request of a Client

### PLACEMENT CHARGES -- Our TARIFF

	LocumSmart Ltd Placement Fee	
Pharmacist/Vaccinator Placement	£25/day	
Dispenser Placement	£15/day	
Emergency Shifts	£30/day	
Locum Doctors / GP / PA / Nurses	15% of daily agreed wage	
Permanent Placement of Pharmacist	£2500 one-off Fee  <b>Please note:</b> This is a one-off agency fee which we charge to introduce a pharmacist and there after we do not charge any other amount. Regardless, of the fact that whether the staff decides to stay with the client for longer period than a year.	
Permanent Placement of Dispenser/ACT	£1800 one-off Fee  <b>Please note:</b> This is a one-off agency fee which we charge to introduce a Dispenser/ACT and there after we do not charge any other amount. Regardless, of the fact that whether the staff decides to stay with the client for longer period than a year.	
Permanent Placement of Doctor / GP / PA / Nurses	One-off Fee 15% of total agreed amount  <b>Please note:</b> This is a one-off agency fee which we charge to introduce a Doctor/GP/PA/Nurses and there after we do not charge any other amount. Regardless, of the fact that whether the staff decides to stay with the client for longer period than a year. For fixed term contracts less than a year this	

	does not apply, there will be charge once the fixed term contract is renewed.	
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a) **LocumSmart Ltd shall be entitled to vary the charges** from time to time, with immediate effect, and without prior notice. All charges are subject to VAT at the relevant rate

b) **Should a permanent engagement ensue** without notifying Locum Smart Ltd as a result of the introduction of one of our locums, we reserve the right to charge the agency introduction fee/fine of 12.5% of the annual salary or £1500, whichever is higher.

c) **Should the sale of a business ensue** from an introduction of one of our locums we reserve the right to charge 2% of the sale price

2. **Invoices are due for settlement as soon as they are received** or immediately following the completion of the engagement, except in cases where the locum is taken on by the Client on a permanent basis, for which see paragraph 5 below.

3. **The remuneration of the locum** whether it be salary or sub-contracting fees is payable direct to the locum by the Client, either daily, weekly or if agreed by both parties, immediately on termination of the engagement. It shall be the responsibility of the Client and the locum to ensure that all taxes and statutory payments are paid as required during the period of the said engagement.

4. **Locum Smart Ltd shall be entitled to charge interest** on the amount outstanding and payable by the Client at the rate of 2% per calendar month, calculated from the date of the invoice to the date of actual payment.

5. **In the event of any locum introduced by Locum Smart Ltd to the Client becoming engaged** by the Client or any related company of the Client (as that expression is defined in the Companies Act 1980), or any company which purchases or takes an assignment of the Client's premises, goodwill and/or business, on a permanent or temporary basis at any time within 12 months from the later of the date of such introduction by Locum Smart Ltd or the date on which the locum last rendered services to the Client whether or not the locum has re-introduced himself or herself to the Client or has been re-introduced to the Client by any third party then the Client shall forthwith notify Locum Smart Ltd of the same and shall forthwith on receipt of the relevant invoice from Locum Smart Ltd pay in full the placement fee for permanent staff due to Locum Smart Ltd from the Client calculated in accordance with our scale of fees in force at such a date, for which please refer to Tariff at paragraph 1 above.

6. **Introductions made and details provided by Locum Smart Ltd to the Client are confidential** and the Client shall not introduce or refer the locum to any third party with a view to employment by that third party whether temporary or permanent and if the Client does so and the locum is offered and accepts either temporary or permanent employment by or with or through such third party within 12 months from the date of such introduction by the Client or within 12 months from the date upon which the locum last rendered services to the Client either on a permanent or temporary basis then the Client shall pay to Locum Smart Ltd a placement fee calculated in the same manner as specified in paragraph 1 above as if such locum has been employed by the Client. Also any Locum introduced by Locum Smart Ltd should not be booked directly by the client until 12 months after the last engagement with the client, in such case Client will be liable to pay agency charge along with fine upto £500+Vat.

Also any details of the Locum provided to Client by LocumSmart Ltd should not be used by the Client for personal portfolio making for future use of services from such locum and may also not be shared with any other competitor/Locum agency in the market without prior permission as on such occasion LocumSmart will charge client with permanent placement charge.

7. **The acceptance of the services of a locum** introduced to the Locum Smart Ltd shall be deemed to be an acceptance by the Client of the Standard Terms and Conditions and Tariff of Locum Smart Ltd then in force.

8. **Cancellations can only be made in extreme circumstances** and only when agreed with both Locum Smart Ltd and the locum concerned. Locum Smart Ltd placement charges remain up to a maximum of £100 per invoice. Please be aware locums may claim for loss of earnings on confirmed placements and if cancelled with less than **72hrs notice** of shift start time then the Locum must be paid minimum 4hrs minimum along with any travel pre-paid by Locum.

9. **These Standard Terms and Conditions are liable to alterations** by Locum Smart Ltd from time to time and all dealings by Locum Smart Ltd and the Client shall be subject to the Standard Terms and Conditions of Locum Smart Ltd from time to time in force. Accordingly the Client should ensure that it has an up to date copy of the Standard Terms and Conditions at the time of interviewing or engaging any locum introduced by Locum Smart Ltd. Locum Smart Ltd reserves the right at any time to increase its Tariff, with immediate effect and without prior notice.

10 **These Standard Terms and Conditions may be reviewed** from time to time by Locum Smart Ltd but may only be varied by a memorandum in writing signed by a director of Locum Smart Ltd.

11. **Whilst Locum Smart Ltd will use its best endeavours** to ensure that the locum attends the premises of the Client to provide the services requested by the Client, **Locum Smart Ltd shall not be liable to the Client** for any loss, damages, costs, claims, liability or expenses incurred by or made against the Client as a direct or indirect result of such locum not attending the Client's premises as requested or failing adequately or properly to provide the services requested.

12. **Whilst Locum Smart Ltd endeavours to ensure the quality and ability** of locums introduced to the Client it makes absolutely no warranty as to the health, honesty, integrity, ability, experience, or any other matters relating to or concerning the locum (including but not limited to any right of the locum lawfully to gain employment in the United Kingdom) and shall not be liable to the Client for any deficiencies of the locum or any breach of the contract of employment between the locum and the Client or for any inaccurate, incorrect or misleading details given by Locum Smart Ltd to the Client based on information provided by the locum or for any loss, damage, claims, liabilities or Expenses made against or incurred by the Client due to any

act or omission of the locum. Locum Smart Ltd will, however, ensure that all locum Pharmacists and Registered Technicians referred to the Client are currently registered with the General Pharmaceutical.

**Signed in Agreement of the above Terms and Conditions set out in this Agreement:**

**Signed for and on behalf of Locum Smart Ltd.**

**Signature:**

**Name:**

**Position:**

**Date:**

**Signed for and on behalf of the Client**

**COMPANY STAMP and Signature:**

**Name:**

**Position:**

**Date:**