

## **TERMS AND CONDITIONS FOR PHARMACY STAFF(PHARMACIST, TECHNICIAN, DISPENSER & OTC etc.) PLACEMENTS ARRANGED BY LOCUMSMART LTD**

The following terms and conditions shall apply where a locum is placed with a person, firm or company ('a Client') by LocumSmart Ltd whether on a temporary or permanent basis.

The acceptance of a placement by a locum procured or obtained on his or her behalf by LocumSmart Ltd shall be deemed to be an acceptance of these Standard Terms and Conditions.

1. THE LOCUM HEREBY AGREES TO NOTIFY LOCUMSMART Ltd OF THE OCCURRENCE OF ANY OF THE FOLLOWING EVENTS:
  - (a) Where the locum is re-employed or re-engaged as a sub-contractor whether on a temporary or permanent basis by a Client with whom the locum was placed by LocumSmart Ltd during a period of 12 months from the termination of the last period of employment or engagement of the locum with the said Client;
  - (b) Where a locum, during the course of his or her temporary employment or engagement with a Client is employed or engaged as a sub-contractor by such Client on a permanent basis;
  - (c) Where a locum is introduced by a Client with whom he or she has been placed by LocumSmart Ltd to a third party and is then employed or engaged as a sub-contractor whether permanently or temporarily by such third party as a result of such introduction;
  - (d) Where a Client with whom the locum has been placed by LocumSmart Ltd is taken over or bought out by a third party and the locum's employment or engagement is then continued whether on a permanent or temporary basis by the said third party.
2. These Terms and Conditions are applicable to any qualified Pharmacist who is registered with the General Pharmaceutical Council of Great Britain and who seeks locum work responsibilities through introduction by LocumSmart Ltd.
3. All services provided by LocumSmart Ltd are free to locum pharmacists.
4. Locums are self-employed and remain responsible for their own tax and National Insurance arrangements.
5. It is the responsibility of the locum pharmacist to ensure he/she has adequate professional indemnity insurance as required by the GPhC.
6. Locums are expected to act and dress in a professional manner at all times, arriving at and leaving their place of work at the times agreed. It is the responsibility of the locum to arrive at least 5 minutes prior to commencement of the booking and should contact the pharmacy client on the day prior to booking to ascertain any specific requirements in accordance with Responsible Pharmacist guidelines.
7. In the event of a locum being unable to attend a booking, it is vital that LocumSmart Ltd be informed as quickly as possible. Should the locum fail to do this, redress may be sought.
8. A locum is under no obligation to accept appointments which may be offered but, when a booking has been accepted by the locum and confirmed by LocumSmart Ltd, a binding contractual commitment has been made which the locum is expected to honour.
9. As a qualified and registered pharmacist, a locum is expected to be able to fill competently any placement offered and accepted. If a locum has any doubt over their ability to carry out the professional tasks involved in any booking, it is their responsibility to represent this.
10. Locums must be currently registered with the General Pharmaceutical Council of Great Britain (GPhC) and be permanent residents of the United Kingdom or hold a current work permit. In the case of foreign nationals, there must be no entry in their passport indicating any restriction on being allowed to work in the UK.
11. Locums must inform LocumSmart Ltd about any police or GPhC investigations, or any other investigations in progress which may have a bearing on continuing membership of the GPhC and hence future work placement opportunities.
12. All information regarding vacancies, given to a locum by LocumSmart Ltd, is the property of LocumSmart Ltd and is not to be passed on to any other locum. Similarly, all information regarding any establishment at which the locum has been engaged is confidential to LocumSmart Ltd.
13. Payment: You will normally be paid directly by the client, according to their usual procedure, except where the client is paying a single charge rate to LocumSmart Ltd, or the client is paying

all the invoices directly to LocumSmart Ltd including Locum Invoice, then the Locum will get paid by LocumSmart Ltd only when the Locum time sheet is authorized by the client and a full payment of the relevant time sheet/invoice being made by the client. LocumSmart can always reconcile/adjust any over payment or Loan to the Locum in any subsequent time sheet or invoice or by raising repayment request.

14. LocumSmart Ltd cannot be held responsible for non-payment or late payment of locum fees nor for any expenses incurred.
15. It is the responsibility of the locum pharmacist to ensure that an employer has adequate employee insurance. LocumSmart cannot be held responsible for any loss or injury incurred whilst undertaking work arranged through this service.
16. It is a condition of registration with LocumSmart Ltd that all locums should read and accept these terms and conditions.
17. Locums will conduct pharmacy practices in accordance with the GPhC Code of Ethics and Standards.
18. Locums are not employees of LocumSmart Ltd and therefore has no authority to act for or on behalf of LocumSmart Ltd.
19. Clients reserve the right to refuse entry to locum pharmacists who attend any locum without their GPhC Certificate and any specified proof of identity.
20. The locum is responsible for notifying LocumSmart Ltd regarding any lapse in their professional indemnity insurance cover.
21. Locums must ascertain and observe the rules and regulations set down by the client, including Standard Operating Procedures and all issues related to Health and Safety at the client's premises.
22. Pharmacists are reminded that agreements to undertake locum work are binding both professionally and legally.
23. THE LOCUM AGREES TO INFORM LOCUMSMART Ltd OF ANY CHANGE IN PERSONAL CIRCUMSTANCE. THIS INCLUDES ADDRESS, WORK STATUS AND FITNESS TO PRACTICE.

PHARMACIST FULL NAME: \_\_\_\_\_

GPHC NO: \_\_\_\_\_

SIGNED AND DATE: \_\_\_\_\_