



**MeddocLocums**

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**TERMS AND CONDITIONS BETWEEN MEDDOCLOCUMS LTD AND CLIENT(S) - A CONTRACT FOR SERVICES**

1. In these Terms and Conditions the following definitions apply:
  - a. **“the Agency”** means MeddocLocums LTD based at 310 Kenton Road, Harrow, HA38DF
  - b. **“Client”** means the person, practice or company, together with any subsidiary or associated Company or organization (as definite by the Companies Act 1985) to whom the locum is supplied
  - c. **“Locum”** means the individual whose services are supplied by the Agency to the Client.
  - d. **“Assignment”** means the period during which the locum is supplied to render services to the Client.
  - e. **“Relevant Period”** means the later of either 8 weeks from the start of the first Assignment (the first Assignment being each new Assignments where there has been a break of more than 42 days since the previous Assignment), or 8 weeks from the day after the Locum was last supplied by the Agency to the Client.
2. These Terms and Conditions are deemed to be accepted by the Client and incorporated into the contract for hire of the Locum by virtue of an interview or the engagement by the Client (which includes employment or use whether under contract of services or for services, or under an agency, licenses, franchise or partnership agreement) of a Locum introduced by the Agency or by the passing to a third party of any information relating to the Locum supplied by the Agency and which leads to an engagement.
3. These Terms contain the entire agreement between the parties and prevail over any terms of business or purchase conditions put forward by the Client. No variation or alteration to these Terms will be valid unless agreed between the Agency and the Client and set out in writing with a copy of the varied terms being provided to the Client stating the date on or after which those varied terms will apply.
4. The Client agrees to pay the charges of the Agency as notified to and agreed with the Client. The charges are calculated according to the number of hours worked by the Locum and comprise mainly the Locum’s pay but also include the Agency’s commission.
5. The charges will be invoiced to the client on a weekly basis and are payable within 14-28 days of the date of the Agency’s invoice.
6. Cancellation fees - Bookings received are accepted in good faith.
7. The Client agrees to verify and sign the locum’s time sheets on completion of each week of an Assignment (or at the end of the Assignment if this is less than a week). Signature of such timesheets by the Client constitutes acceptance that the Locum has worked satisfactorily for the hours indicated on the timesheet. If the Client disputes the hours claimed by the Locum, the Client will inform the Agency as soon as is reasonably practicable and co-operate fully with the Agency to enable the Agency to establish what hours, if any, were worked by the Locum. Failing to sign the timesheet does not alter the Client’s liability to pay the charges in respect of the hours worked. The Client will not be entitled to decline to

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sign a timesheet on the basis that it is dissatisfied with the work performed by the Locum.

8. Whilst every effort is made by the Agency to give satisfaction to the Client by ensuring a reasonable standard of skills, integrity and reliability from the Locum, and further to provide them with the booking details of the assignment, no liability will be accepted by the Agency for any loss, expense, damage or delay arising from any failure to provide any particular Locum for all or part of the period of booking, or from the negligence, dishonesty, misconduct or lack of skill of the Locum(s) provided. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury from its own negligence.
9. The Client will advise the Agency of any special health and safety matters about which the Agency is required to inform the Locum and about any requirements imposed by law or by any professional body which must be satisfied if the Locum is to fulfil the Assignment. The Client will, if necessary, assist the Agency in complying with its duties under the Working Time Regulations and will not do anything to cause the Agency to be in breach of its obligations under those 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 the Agency of this requirement before commencement of that week.
10. a The Locum will ensure that during any Assignment, there is in place adequate insurance to cover any negligence or default by the Locum in providing services.
10. b A full compliance check of documents are sent per Locum including
  - Enhanced CRB check
  - Medical Indemnity
  - Immunisations
  - Safeguarding
  - Basic Life Support
  - ID
  - National Performers list
11. The Client will also indemnify and keep indemnified the Agency against any costs, claims or liabilities incurred by the Agency arising out of any Assignment or as a result of any non-compliance or breach of these Terms by the Client.
12. The Client agrees to supervise the Locum sufficiently to ensure the Client's satisfaction with the Locum's standards of workmanship. If the services of the Locum prove unsatisfactory, the Client may terminate the Assignment either by telling the Locum to leave the Assignment immediately and then notifying the Agency, or by asking the Agency to remove the Locum. The Agency may in such circumstances reduce or cancel the charge for the time worked by the Locum provided that the Assignment ends:
  - a) within 4 hours of the Locum commencing duties where the booking is for more than 7 hours or
  - b) within 2 hours of the Locum commencing duties where the booking is for less than 7 hours or less.
13. Either the Agency or the Locum may terminate an Assignment at any time without prior notice and the Client shall notify the Agency immediately and without delay (and in any event within 24 hours) if the Locum fails to attend work, or has notified the Client that the Locum is unable to attend work for any reason.
14. A- In the event of the engagement, employment or use after 6 months after initial placement (whether by the Client or any third party) on a permanent or temporary basis, and whether under a contract of service or for services, an agency, license, franchise or partnership arrangement, or any other engagement of a Locum supplied or introduced by the Agency within either the duration of the Assignment or the Relevant Period, the Client shall be liable to either an extended period of hire or transfer fee, the length or amount of which is to be agreed between the Agency and the Client.
- 14.B- The Client must give the Agency at least 7 days written notice in advance of any such engagement of whether it has elected to take the period of extended hire or to pay the transfer fee. If the Client does not give such notice before the Locum is engaged, the parties agree that the transfer fee will be due.

15. The Agency and the Client agree that if during any Assignment they process personal data (whether relating to the Locum or Clients of the Agency) they will at all times comply with the Data Protection Act 1998.

16. These terms are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

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