

**CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF LOCUM PHARMACISTS TO  
BE DIRECTLY EMPLOYED BY THE CLIENT**

**1. DEFINITIONS**

1.1. In these Terms of Business the following definitions apply:

<b>“Applicant”</b>	means the individual who is introduced by the Agency to the Client;
<b>“Client”</b>	means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;
<b>“Agency”</b>	means PL-UK Recruitment Limited of 6 Market Place, Bedale, DL8 1EQ (Trading as Pharmacy Locums UK)
<b>“Engages/Engaged/Engagement”</b>	means the engagement, employment or use of the Applicant by the Client or any third party on a permanent, contract or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee;
<b>“Introduction”</b>	means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitæ or information which identifies the Applicant; and which leads to an Engagement of that Applicant;
<b>“Remuneration”</b>	includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £3000 will be added to the salary in order to calculate the Agency’s fee.

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

## **2. THE CONTRACT**

2.1. These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.3. 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 are 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.

## **3. CHARGES**

3.1. The Client agrees:

- a) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
- b) To directly pay the Applicant at the agreed rate (as set out in Fax, Email or letter), and to confirm any changes in the agreed pay rate in writing with the Applicant and the Agency, in writing or electronic form within 3 working days.
- c) To pay the Applicant directly at the end of each week worked or at the end of an Engagement, whichever is the shorter, except where alternative arrangements have been agreed directly between the Applicant and the Client.
- d) To be responsible for the payment of all statutory payment requirements, including, where applicable, income tax, employees and employers National Insurance contributions. The Agency accepts no liability for the payment of these, nor any liability incurred by any party in connection with any irregularities or shortfall in respect of such payments due.
- e) To pay the Agency's daily booking fee (set out in clause 3.4) within 14 days of the date of invoice.

3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.

3.3. The Agency's fees are to be paid within 14 days of the invoice date. The Agency reserves the right to charge interest on invoiced amounts unpaid from the 15th day after the invoice date at the rate of 10% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

- 3.4. The client shall pay to the agency the daily booking fee of £20 for each day, or partial day the applicant works for the client, except where the engagement is one of employment (as opposed to freelancing as a locum) when a full fee calculated in accordance with the attached scale of permanent fees schedule will be charged. VAT shall be charged on the fee if applicable.
- 3.5. If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, the Client shall inform the Agency immediately and shall be liable to pay the Agency the daily booking fee at the prevailing daily rate for each day or partial day the Applicant works for the Client, except where the engagement is one of employment (as opposed to free-lancing as a locum) when a full fee calculated in accordance with the attached scale of permanent fees schedule will be charged and VAT added when applicable. In cases where engagement amounts to employment and the remuneration is not known, a fee will be charged in accordance with paragraph 5.3.

#### **4. TERMINATION**

- 4.1. If the Client reasonably considers that the services of an Applicant are unsatisfactory, the Agency may, in such circumstances, reduce or cancel the daily booking fee charged for the day worked by that Applicant, provided that: the engagement is terminated within the first two hours of the Applicant commencing the engagement and that notification of the unsuitability of the Applicant is provided in writing to the Agency within 24 hours of the termination of the engagement.

#### **5. INTRODUCTIONS**

- 5.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in the scale of permanent fees schedule attached with no entitlement to any refund.
- 5.2. A daily booking fee(s) (where applicable on an ongoing basis) calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.
- 5.3. Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with the scale of permanent Fee Structure attached on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

#### **6. SUITABILITY AND REFERENCES**

- 6.1. The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the

experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.

- 6.2. At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 6.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.
- 6.3. The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 6.4. The Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 6.5. Notwithstanding clauses 6.1, 6.2, 6.3 and 6.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 6.6. To enable the Agency to comply with its obligations under clauses 6.1, 6.2, 6.3 and 6.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

## **7. SPECIAL SITUATIONS**

- 7.1. Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to

provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

## **8. LIABILITY**

- 8.1. The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.
- 8.2. The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with any professional negligence claims by the Applicant.
- 8.3. The Client must ensure that appropriate insurance is taken out against such claims and shall inform the Agency of any incidents of professional negligence involving Applicants introduced by the Agency.
- 8.4. The client undertakes to ensure that full compliance is exercised with regard to the Working Time Regulations (1998) with regard to the candidate and that the agency does not accept liability for any breach of the regulations.

## **10. LAW**

- 10.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

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

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**Dated**

### **SCHEDULE: SCALE OF PERMANENT FEES**

Annual Gross salary (£)	Fee as% of annual salary
All salaries	12.5%