

THE TERMS OF THE AGREEMENT BETWEEN THE EMPLOYMENT BUSINESS AND THE CLIENT

TO:.....

DATE :

HOSPITAL/ORGANISATION:.....

In this agreement

- A Temporary Worker is referred to as “a Locum.”
- Atlantis Medical Limited is referred to as “The Employment Business.”
- The party to whom the Services are provided is referred to as “The Client.”
- “Services” means the provision of the Services specified on the form by the Locum to The Employment Business and by The Employment Business to the Client.
- “Service Period” means the duration, as agreed from time to time, during which the Services are provided.
- “Booking” means the agreement for the provision of Services by an identified Locum.

Part I (AGENCY/CLIENT AGREEMENT)

The Client and The Employment Business now agree that The Employment Business shall provide to the Client the Services on the following Terms and Conditions:

1. The Employment Business will notify the Client directly a Locum has agreed to perform the Services. The Employment Business will supply appropriate professional registration and indemnity details and quote two relevant references. The Client undertakes to decline or accept the Locum for a proposed Booking within sixteen working hours, failing which the Locum will be deemed to have been declined.
 - 1.1 The Client shall pay to The Employment Business for the provision of the Services an amount equal to the aggregate of the hourly costs of the Locum providing the Services, The Employment Business’s Commission and Employer’s National Insurance contributions in respect of the Locum, as invoiced by The Employment Business to the Client in respect of each Service Period.
 - 1.2 Upon the cancellation of any Booking, The Employment Business reserves the right to charge the Client a cancellation fee, being the greater of £100 or one fifth of the fees in relation to the Service Period booked as agreed with the client upon engagement Services of that Locum, in accordance with the provisions in Part II below.
 - 1.3 There will be a minimum charge of 5 hours per booking at the current rate
 - 1.4 In the event that the Client, or any subsidiary or associated company of the Client, or any person connected with, or any employee of officer of the Client, engages a Locum for a definite or indefinite period, within a period of six months after the completion of the latest Service Period, the Client shall forthwith notify the same to The Employment Business and The Employment Business reserves the right to charge the Client a fee of up to 25% of the annual rate of the Locum’s earning. It is explicitly agreed that The Employment Business shall not be liable to rebate or relive any monies paid or payable by the Client to The Employment Business.
 - 1.5 The Employment Business will invoice the client for charges in effect at the time of the Booking. The current scale of charge rates is enclosed herewith.
 - 1.6 Invoices will be rendered weekly for settlement within seven days, based on the timesheets received from the Locum. In the event of a dispute regarding an invoice the Client must notify The

Employment Business within seven days in writing of the nature of the disagreement. If The Employment Business has not been informed in accordance with the above the Client is bound to pay the full invoice value. The Employment Business reserves the right to charge the Client interest at the rate of 1.5% above the base rate of the NatWest bank from time to time on any overdue invoice, such interest to accrue from day to day.

2. The Client now acknowledges that The Employment Business subcontracts the provision of the Services to the Client of a Locum. Accordingly the Client agrees that The Employment Business shall not be responsible for any loss, expense, damage or delay arising from The Employment Business's failure to provide a Locum for all or any part of a Service Period, or in respect of the negligence, dishonesty, misconduct or lack of skill of any Locum, or the termination of this agreement by reason of the termination of the subcontracting agreement by the Locum.
 - 2.1 It is a condition that the Client shall indemnify The Employment Business against all losses, damages and expenses arising in connection with any claim brought against The Employment Business by any party, as a result of the introduction of any Locum to the Client by The Employment Business.
 - 2.2 The Client and The Employment Business agree that any charges which the Client may levy for the provision of accommodation needs, meals and telephone services to a Locum and any reimbursement of travel Expenses, where arranged, to a Locum will be dealt with directly between that Locum and the Client and shall not be deducted from or added to any monies payable to The Employment Business.
3. The Client agrees with The Employment Business that the Client shall be responsible for all acts, errors and omissions of each Locum whether wilful, negligent or otherwise. The Client shall effect and maintain throughout each Service Period adequate public liability and other normal insurance cover in respect of the provision of the Services by The Employment Business and every such Locum.
 - 3.1 The Client will further indemnify The Employment Business against any costs, claims, damages and expenses incurred by The Employment Business arising out of the performance of the subcontracted Service by each such Locum to the Client during each Service Period.
4. The Client shall countersign the weekly timesheet completed by each Locum in the provision of the Services to the Client, and in so doing the Client shall represent that the Client verifies the number of hours worked and is satisfied with the standard to which the Locum has supplied the Services. Accordingly the Client undertakes to notify The Employment Business as soon as possible, but in any event within seven days, of any differences between hours originally specified and hours worked.
 - 4.1 The Client shall forward to The Employment Business, via the Locum, the signed weekly timesheets following the Client's agreement and verification.
 - 4.2 The Client shall forward to The Employment Business immediately, in writing, of any cancellation of, or any variation to, the nature of the Services to be provided or the duration of, or the daily hours for the provision of the Services in any Service Period. Any notice shall contain sufficient details of such cancellation or change.
 - 4.3 The Client shall notify The Employment Business immediately, in writing, of any breach or alleged breach in performance, or any incompetence or negligence on the part of the Locum, in the provision of the Services. Any notification under this Clause shall contain sufficient details of the matter or matters.
 - 4.4 The Client may request a Locum to end a Booking due to unsatisfactory work at any time. In such event, the Client will be charged for any period worked if the termination under this condition is



more than four hours after the commencement of a Service Period of seven hours or more ,or more than two hours where the Bookings is of a lesser period.

5. Whilst The Employment Business shall endeavour to ensure that any Locum is adequately skilled, reliable and honest in the provision of the Services (having due regard to any particular requirements of the Clients specified in the booking details) it shall be incumbent upon the Client to take such steps as are necessary to satisfy itself as to the said qualities of the Locum, in relation to the proposed provision of Services to it, including any particular requirement of the Client in relation the to provision of those Services.

RETAIN THESE CONDITONS FOR FUTURE REFERENCE.

Atlantis Medical Ltd. 88 Kingsway, Holborn, London WC2B 6AA
T: 0845 500 2010 F: 0845 500 2011 E: contact@atlantismedical.co.uk
www.atlantismedical.co.uk

Registered Number 4941803 England VAT number: 831 6960 19





PLEASE RETURN THIS SLIP TO:

**Atlantis Medical Ltd.
88 Kingsway
London
WC2B 6AA**

I/We understand and accept the Terms and Conditions of service indicated above:

SIGNED:.....DATE:.....

FULL NAME (PLEASE PRINT).....

Organisation:.....

Position:.....

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