

This Contract for Services is made on date of booking confirmation between:

## THE PARTIES

1. National Locums Ltd, a company registered in England & Wales under company number 06808451 whose registered address is at 7b Clarendon Drive, Wymbush, Milton Keynes, Buckinghamshire, England, MK8 8ED known hereinafter as (the “**Client**”); and
2. Consultant name of Consultant address (the “**Consultant**”).

## BACKGROUND

- a. The Client tenders for and is appointed by its customers to provide services (the ‘Client Services’).
- b. The Client engages with the Consultant, who has the skills, abilities, licenses and clearances (whether provided by the Consultant or any Operatives) which may from time to time be available to the Client, for the provision of the Services, in accordance with this Contract.
- c. The Client and the Consultant agree that if the Consultant offers to make their services available to the Client in the furtherance of the provision of the Client Services, then the terms and conditions in this agreement shall apply (the ‘Contract’).
- d. It is the intention of the parties that when the Consultant provides the Services to the Client, enabling the Client to provide the Client Services to its customers, such provision of Services shall constitute a separate and distinct assignment under this Contract. These terms and conditions shall apply for each assignment unless varied, amended or otherwise agreed (whether verbally or otherwise) in accordance with the specific provisions of this Contract.
- e. Under these terms the Consultant does not have to provide the Services himself and has the right to use employees, consultants, substitutes or hired assistants (‘Operatives’) to provide all or any part of the Services.

## 1. THE SERVICES:

- 1.1. The Consultant will provide independent healthcare services as a medical consultant to the Client (the ‘Services’). Due to the fluctuating nature of the work available the scope and extent of the Services will be agreed verbally by the parties from time to time or will be confirmed in written assignment schedules generated by the Client or the Client’s customer.
- 1.2. Where an assignment schedule is issued, either verbally or in writing, then it will be deemed to be accepted on the earlier of:
  - a) the Consultant issuing written acceptance of the assignment schedule; or
  - b) any act by the Consultant consistent with fulfilling the assignment schedule.

- 1.3. The Consultant will (and will procure that his Operatives shall) ensure that the Services are provided to the standard expected by the Client and/or the Client's customer as well as complying with any standards specified in any assignment schedule that is generated from time to time.
- 1.4. The Consultant (and his Operatives) will have discretion as to the methods used to provide the Services whilst always ensuring that the relevant health and safety, security and site timescales are complied with. The parties agree that the Consultant (and his Operatives) shall not be subject to (or to the right of) supervision, direction, or control over the manner in which the Services are provided, by any person.
- 1.5. Due to the nature of the Services to be provided, the Consultant (and his Operatives) will provide the Services at the site or premises notified to the Consultant by the Client or the Client's customer.
- 1.6. The Consultant is responsible for the provision of the Services under this Contract. The Consultant agrees that he is legally responsible for the Services and is responsible for ensuring that the relevant insurance policies including, but not limited to, public liability, professional indemnity and/or employer's liability insurance are in place to cover the provision of Services.
- 1.7. Unless agreed otherwise either verbally or in writing the Consultant and his Operatives are not required to provide major tools or equipment for the provision of the Services.
- 1.8. The Consultant is responsible for the rectification of any defective work or damage caused by the Consultant or the Consultant's Operatives. The Client and/or the Client's customer will have discretion as to whether the Consultant rectifies the defective work or whether the Consultant is required to bear the cost of another party rectifying the defective work. Where the Consultant is required to bear the cost of any rectification then the Consultant agrees that the Client can deduct the cost of said rectification from any monies owed by the Client to the Consultant.
- 1.9. The Consultant and his Operatives are responsible for all travelling expenses to and from any location where the Consultant has been engaged to provide the Services. The Client may at its sole discretion reimburse any expenses incurred by the Consultant. For the avoidance of doubt, the reimbursement of any expenses by the Client does not entitle the Consultant to be reimbursed for any future expenses.
- 1.10. The Client is not obliged to offer any work on any assignment to the Consultant at any time and the Consultant is not obliged to accept any work on any assignment at any time. The offer of work by the Client does not in any way oblige the Client to offer further work or prevent the Client from withdrawing work already offered. The acceptance of any work by the Consultant does not oblige the Consultant to accept any further work or prevent the Consultant from withdrawing from work already accepted whether it is before, during or after any particular period of work.
- 1.11. This Contract is non-exclusive. The Consultant is free to provide services to other parties concurrently with this Contract. The Client acknowledges that it will not have first call on the Services of the Consultant in priority to any third party.

## 2. PAYMENT TERMS:

- 2.1. The parties agree that the Consultant is not obliged to submit formal written tenders for work. The parties agree that the rate for the Services and frequency of payment will be negotiated and agreed verbally from time to time and will be confirmed in written assignment schedules.
- 2.2. The Consultant is not obliged to raise invoices for the Services. The Client will provide the Consultant with a remittance advice at a frequency to be agreed verbally by the parties from time to time (or will be confirmed in a written assignment schedule) and this shall identify the amount payable by the Client to the Consultant (self-bill invoice). The Consultant agrees to receive the remittance advice by electronic means.
- 2.3. The Consultant agrees that as a self-employed Consultant, he has no entitlement to holiday pay, sick pay or any other payment at any time including any period during when Services are not provided including where the Services are cancelled by the Client and/or the Client's customer.
- 2.4. The Consultant is responsible for his own tax, VAT and National Insurance contributions and all other taxes, liabilities, charges and duties associated with the provision of the Services and all tax, VAT and National Insurance contributions connected with any Operatives utilised by the Consultant in the provision of the Services. The Consultant will indemnify and hold harmless the Client on an ongoing basis for all tax, VAT and National Insurance contributions, costs, losses, compensation, damages, penalties and awards arising out of any assessment by HM Revenue & Customs (or similar authority) or any decision of any Court or Tribunal.

### 3. SCOPE & TERMINATION:

- 3.1. The parties agree that the relationship between the parties is not one of employer and employee and that the Consultant is not a worker of the Client or the Client's customer and consequently does not have the associated statutory rights.
- 3.2. The Consultant shall not, and procures that his Operatives shall not, pledge the credit of the Client, sign any document, enter into any agreement or make any promise on behalf of the Client.
- 3.3. The Consultant and his Operatives are not entitled to participate in the Client's grievance and disciplinary procedure or any grievance and disciplinary procedure belonging to the Client's customer.
- 3.4. This Contract may be terminated by either party by providing the other with one week's notice.
- 3.5. This Contract is exclusively between the Client and the Consultant and does not represent or imply a contract between the Client and the Consultant's Operatives or between the Client's customer and the Consultant or the Consultant's Operatives.

### 4. HEALTH & SAFETY

- 4.1. The Consultant will ensure that he and his Operatives will comply with all and any site operational rules relating to working hours, site security and site safety in accordance with the health and safety obligations of the Client and/or the Client's customer.

- 4.2. Where the Services undertaken are specialised, the Consultant warrants that he and his Operatives have the necessary clearances and licences to provide the Services. The Consultant will inform the Client and/or the Client's customer immediately where any of these clearances or licences are revoked, rescinded, invalidated, suspended or not operational.

## 5. CONSULTANT'S OPERATIVES

- 5.1. The Consultant may send Operatives to provide the Services. Where Operatives are utilised by the Consultant to provide the Services, the Consultant has the right to provide a substitute for any such Operatives in accordance with the terms of this Contract. The term operative in this Contract is deemed to include any substitutes utilised by the Consultant for any Operatives providing the Services.
- 5.2. The Operatives may be rejected by the Client only if in the reasonable opinion of the Client and/or the Client's customer such Operatives do not possess the necessary skills, qualifications or experience to carry out the Services.
- 5.3. The Consultant will ensure that any Operatives have the necessary clearances and/or licences to provide the Services. The Consultant will notify the Client and/or the Client's customer immediately where any of the said licences are revoked, rescinded, invalidated, suspended or not operational.
- 5.4. Where Operatives are utilised by the Consultant there shall be no contractual or financial relationship between the Client and the Operatives. The Consultant is solely responsible for arranging payments to any Operatives that the Consultant engages to provide the Services.
- 5.5. The rate agreed by the parties is the total rate payable by the Client to the Consultant and the Consultant is not entitled to any additional payments where the Consultant engages Operatives to provide the Services.
- 5.6. The Consultant is responsible for ensuring that the Client or where more practically appropriate the Client's customer is informed of the fact that Operatives are to be sent to provide the Services in order to ensure that health and safety and on-site security measures are complied with.
- 5.7. Where the Consultant utilises Operatives to provide the Services then the Consultant is responsible for the Services that the Operatives provide and is responsible for ensuring their compliance with these contractual terms. Furthermore, the Consultant agrees that he is responsible for remedying any defective work carried out by any Operatives that the Consultant engages to provide the Services. The Consultant agrees that the Client and/or the Client's customer has discretion as to how said defective work is remedied and that the costs of said remedy can be deducted from any monies that the Client owes the Consultant.
- 5.8. The Consultant is responsible for any statutory payments (including but not limited to holiday pay and sick pay) that are due to any Operatives engaged by the Consultant to provide the Services and the Consultant agrees to indemnify the Client from any costs or losses resulting from any claims that any Operatives may make against the Client for said payments.
- 5.9. The Consultant is responsible for how he engages any Operatives and is responsible for any tax and National Insurance contributions due by any Operatives or by the Consultant.

- 5.10. Nothing in this Contract will render any of the Consultant's Operatives as employees, agents or workers of the Client and the Consultant will ensure that his Operatives do not hold themselves out as such. The Consultant will indemnify and hold harmless the Client on an ongoing basis for all costs, losses, compensation, damages, awards and penalties arising out of any action or potential action commenced by a member of the Consultant's Operatives.

## 6. DATA PROTECTION

- 6.1. The Client will process personal data and/or special category of personal data relating to the Consultant or the Consultant's Operatives in the provision of the Services in accordance with the Client's data protection privacy notice which can be found on the Client's website.

## 7. CONFIDENTIALITY

- 7.1 During the performance of this Contract the Consultant and his Operatives will have access to information as to the policy, organisation and management, pricing and pricing policies, future plans, finances of the Client, the persons with whom the Client has dealings, their business and the terms of any such dealing, services and techniques of performance of services, all of which information is confidential. To protect the confidentiality of this information whether given to or gained in confidence from any source and without prejudice to every other duty that the Consultant has to keep secret, the Consultant agrees (and agrees to ensure any Operatives observe the following terms):

- 7.1.1 not to, at any time, whether during or following this Contract with the Client (unless expressly so authorised by the Client in writing or as a necessary part of the performance of the Contract) disclose to any person or to make use, commercially or otherwise, of any such confidential information;
- 7.1.2 to deliver to the Client before the end of the Contract or, on termination of the Contract immediately after its end, all documents and records and copies thereof, belonging to the Client, including but not limited to computer lists, disks or programs, diaries, client records, e-mails and Client manuals which are in the Consultant's or his Operatives' possession, including all documents and records made by the Consultant in the course of the Contract and relating to the affairs of the Client;
- 7.1.3 not at any time to make any copy, abstract, summary or record of any such confidential information belonging to the Client except when required to do so in the course this Contract, in which event such copy, disk, program, abstract, summary or précis shall belong to the Client and shall likewise be delivered up at the end of this Contract or on termination of this Contract;
- 7.1.4 not to publish at any time, or seek to publish, the Client's work in any manner whatsoever including but not limited to books and newspaper articles. The Consultant and/or his Operatives shall immediately notify the Client of any actual or intended publication or disclosure in any manner whatsoever and shall use its best endeavours to prevent or restrain such publication or disclosure; and
- 7.1.5 that all copyrights in documents, materials and other matter in which copyright subsists of which the Consultant (or any Operatives) shall be author or joint author and which shall be made in the course of this Contract or otherwise relate to the Client's business and affairs shall be the property of the Client and the Consultant hereby as beneficial

owner and by way of present assignment of future copyright assign the same to the Client. The Consultant and his Operatives shall at any time at the request and expense of the Client do and execute all such acts and deeds as the Client may require in order to perfect any assignment or to secure the Client's title to such copyrights.

## 8. MISCELLANEOUS

- 8.1. The Consultant confirms that he has read and understood the terms and conditions and has had the opportunity to discuss this Contract with any person or professional advisor he considers necessary before signing.
- 8.2. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
- 8.3. The parties agree that the terms of this Contract supersede any previous agreement between the parties whether verbally or otherwise agreed.
- 8.4. Both parties agree that, with the exception of verbal agreements referred to in this Contract, these terms and conditions represent the whole agreement between them. No variations may be made to these terms unless agreed in writing by both parties.
- 8.5. Should the Client fail to enforce or apply any of the rights that it has under this Contract, it shall not be construed that the Client approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract in full at any time now or in the future.
- 8.6. The headings used in the Contract are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties.
- 8.7. References to the masculine include the feminine. References to the singular include the plural.
- 8.8. A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 8.9. The parties agree that this Contract is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales.

### THIS IS A LEGALLY BINDING DOCUMENT:

The parties agree that they have read and understood the terms above and that they are a true reflection of the agreement between the parties and that both parties have had the opportunity to seek advice prior to the agreement of these terms. In particular, the Consultant acknowledges that the Client can only treat the Consultant as self-employed because of the Consultant's agreement that the following statements are true:

- I. The Consultant does not have to provide the Services himself and has the right to use employees, consultants, substitutes or hired assistants ('Operatives') to provide all or any part

of the Services on behalf of the Consultant, provided that the Operatives possess the necessary skills and qualifications to carry out the Services.

- II. The Consultant is responsible for any payment due to any Operatives that are sent, and the Consultant is responsible for the Services undertaken by the Operatives on behalf of the Consultant.
- III. The Client is under no obligation to provide any work to the Consultant and the Consultant is free to refuse any work if offered to the Consultant by the Client.
- IV. There is no obligation on the Consultant to provide the Services at any time to the Client and the Consultant is free to work for other parties concurrently with this arrangement.
- V. The Consultant is responsible for the Services provided and has the relevant insurances in place to cover the Services provided. In the event of unsatisfactory Services or any defective work caused by the Consultant (or any substitute), then unless otherwise agreed, the Consultant is responsible for the cost of rectifying the substandard Services provided or the defective work.

By signing this Contract, the parties warrant that the above statements and the Contract in its entirety are true and reflect the agreement between the parties and that the above statements have been relied upon by the Client and any future declaration by the Consultant that contradicts the above statements or the Contract will render the Consultant liable for any costs or losses suffered by the Client as a result of said declaration.

Signed by the Consultant

Signed for and on behalf of the Client

Sign:

Print Name: [\[Click here to enter name\]](#)

National Locums Ltd

Date [\[Click here to enter date\]](#):

Date: as per booking confirmation