



NEW DIRECTIONS PROFESSIONAL LIMITED TERMS AND CONDITIONS FOR THE SUPPLY OF LOCUM SERVICES

The Client's attention is in particular drawn to the provisions of condition 12.8.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

"Assigned" and "Assignment"	means the period during which the Locum is supplied to the Client.
"Business Day"	means any day Sunday to Saturday which is not a bank or public holiday in England and Wales.
"Client"	the person, firm or company together with any Holding Company, Subsidiary or Associated Company who purchases the Services from the Employment Business / Agency.
"Confidential Information"	means any information which the Client may have or acquire (whether before or after the Contract) in relation to the customers, business, assets, staff or affairs of the Employment Business / Agency, whether relating to the Contract or otherwise and whether marked "Confidential" or not.
"Contract"	any contract between the Employment Business / Agency and the Client for the supply of staff services, incorporating these conditions.
"Employment Business / Agency"	New Directions Professional Limited.
"Engagement"	means any appointment, employment or use of the Locum directly by the Client or any third party or through any other employment business / agency on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Locum is an officer or employee.
"Group"	means in relation to the Employment Business / Agency, that company and any other company which, at the relevant time is the Employment Business / Agency's Holding Company or Subsidiary or Associated Company.
"Holding Company" and "Subsidiary" and "Associated Company"	have the meanings given to those expressions in the Companies Act 1985.
"Introduction Fee"	means the fee payable in accordance with clause 6.5 below and Regulation 10 of the conduct of Employment Agencies and Employment Business / Agencies Regulations 2003.
"Introduced" and "Introduction"	means (i) the Client's interview of a Locum in person or by telephone, following the Client's instruction to the Employment Business / Agency to supply a Locum; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Locum; and which leads to an Engagement of that Locum.
"Remuneration"	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 Locum for services rendered to or on behalf of the Client or any third party.
"RPSGB"	means the Royal Pharmaceutical Society of Great Britain
"Services"	means any services agreed in the Contract to be supplied to the Client by the Employment Business / Agency (including any part or parts of them).

"Locum" means the individual who is introduced by the Employment Business / Agency to provide Services for the Client.

"Transfer Fee" means the fee payable in accordance with clause 6.4 below and Regulations 10 of the Conduct of Employment Agencies and Employment Business / Agencies Regulations 2003.

- 1.2 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply in any way whatsoever).
- 2.2 No terms or conditions endorsed on, delivered with, or contained in, the Client's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These are the only Terms and Conditions on which the Company will do business. Whilst the Clients instructions will amount to an unequivocal acceptance of these Terms and Conditions, please sign and return a copy of these Terms and Conditions for our records.
- 2.4 These conditions apply to all the Employment Business / Agency's Services and any variation to these conditions and any representations about the Services shall have no effect, unless expressly agreed in writing and signed by The Director of Operations of New Directions Holdings. The Client acknowledges that it has not relied on any statement, promise or representation, made or given by or on behalf of the Employment Business / Agency which is not set out in the Contract. Nothing in this condition shall exclude or limit the Employment Business / Agency's liability for fraudulent misrepresentation.
- 2.5 Each request for Services, an interview, an Introduction, an order, or acceptance of a quotation for the Services, by the Client from the Employment Business / Agency shall be deemed to be an offer by the Client to engage the Services of the Employment Business / Agency subject to these conditions.
- 2.6 No request for Services, an interview, an Introduction or order placed by the Client shall be deemed to be accepted by the Employment Business / Agency until a written acknowledgement of the same is issued by the Employment Business / Agency or (if earlier) the Employment Business / Agency performs the Services for the Client.
- 2.7 The Client shall ensure that the terms of its request or order and any applicable specification are complete and accurate.
- 2.8 Any quotation is given on the basis that no Contract shall come into existence until the Employment Business / Agency dispatches a written acknowledgement of order to the Client. Any quotation is valid for a period of 30 days only from its date, provided that the Employment Business / Agency have not previously withdrawn it.

3. DESCRIPTION

- 3.1 Unless otherwise agreed the description of the Services shall be as set out in the Employment Business / Agency's quotation or acknowledgement of order.
- 3.2 All descriptive matter, specifications and advertising, issued by the Employment Business / Agency and any descriptions or illustrations contained in the Employment Business / Agency's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract.

4. PERFORMANCE

- 4.1 Unless otherwise agreed in writing by the Employment Business / Agency, performance of the Services shall take place at the Employment Business / Agency's place of business. The Locums will provide their Services at the location the Client specifies.
- 4.2 Any dates specified by the Employment Business / Agency for performance of the Services are intended to be an estimate and time for performance shall not be made of the essence by notice. If no dates are so specified, performance shall be within a reasonable time.

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- 4.3 Subject to the other provisions of these conditions the Employment Business / Agency shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the performance of the Services (even if caused by the Employment Business / Agency's negligence), nor shall any delay entitle the Client to terminate or rescind the Contract unless such delay exceeds 180 days.

5. NON-PERFORMANCE

- 5.1 The performance of the Services as recorded by the Employment Business / Agency shall be conclusive evidence of the Services received by the Client unless the Client can provide conclusive evidence proving the contrary.
- 5.2 The Employment Business / Agency shall not be liable for any non-performance of the Services (even if caused by the Employment Business / Agency's negligence) unless the Client gives written notice to the Employment Business / Agency of the non-performance within 24 hours of the date when the Services would, in the ordinary course of events, have been performed.
- 5.3 Any liability of the Employment Business / Agency for non-performance of the Services shall be limited to performing the Services within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Services.

6. SPECIAL SITUATIONS

- 6.1 Where the Locum is required by law, or any professional body, to have any qualifications, accreditations or authorisations to work on the Assignment, the Employment Business / Agency will take steps to obtain and offer to provide the Client: -
- (i) Copies of any relevant qualifications, accreditations or authorisations of the Locum;
 - (ii) Two references from persons not related to the Temporary Locum who have agreed that the references they provide may be disclosed to the Client; and
 - (iii) Evidence that they have taken steps to confirm that the Locum is suitable for the Assignment.

If the Employment Business / Agency are unable to do any of the above it will use its reasonable endeavours to inform the Client of the steps it has taken to obtain this information in any event.

- 6.1.1 The Employment Business / Agency will take all reasonable steps to confirm that locums are registered with the RPSGB prior to the commencement of any assignment. In the event that this is not possible, the Client will be advised at the earliest possible opportunity.

- 6.2 Where there has been a supply:-

In the event of the Engagement by the Client of a Locum supplied by the Employment Business / Agency either (i) directly or (ii) pursuant to being supplied by another employment business, within either: -

- (i) The duration of the Assignment; or
- (ii) 14 weeks from the start of the Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or
- (iii) 8 weeks from the day after the last day the Locum worked on the Assignment;

the Client shall be liable, to either an extended period of hire or a Transfer Fee the length or amount of which is to be agreed between the Employment Business / Agency and the Client.

- 6.2.1 The Client must give the Employment Business / Agency 7 days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Transfer Fee.

- 6.2.2 If the client does not give such notice before the Locum is engaged the parties agree that the Transfer Fee shall be due.

- 6.2.3 If the parties do not agree a period of extended hire or Transfer Fee in accordance with 6.2 then: -

- (a) The length of the extended period of hire shall be 20 weeks during which the Client shall pay the current daily charge agreed in the Assignment details.
- (b) The amount of the Transfer Fee shall be 20% of the annual salary or 150 times the daily rate.

- 6.2.4 If the Client wishes to employ a member of staff that is currently a permanent employee of New Directions Professional Ltd, a transfer fee of 20% will be applicable.

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- 6.3 Where there has been an introduction but no supply: -
- 6.3.1 In the event that there is an Introduction of a Locum to the Client which does not result in the supply of that Locum by the Employment Business / Agency to the Client, but which leads to an Engagement by the Client of the Locum by the Client either (i) directly or (ii) pursuant to being supplied by another employment business within 6 months of the date of the Introduction the Client shall be liable, to either an extended period of hire or an Introduction Fee the length or amount of which is to be agreed between the Employment Business / Agency and the Client.
- 6.3.2 The Client must give the Employment Business / Agency 7 days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Introduction fee.
- 6.3.3 If the Client does not give such notice before the Locum is Engaged the parties agree that the Introduction Fee shall be due.
- 6.3.4 If the parties do not agree a period of extended hire or an Introduction Fee in accordance with 6.5, then the amount of the Transfer fee shall be 20% of the annual salary or if the actual amount of the remuneration is unknown, the daily charge multiplied by 200.
- 6.4 Where there has been Introduction to and Engagement by a third party:-
- 6.4.1 In the event that the Locum supplied to the Client is Introduced by the Client to a third party which results in the Engagement of the Locum by the third party within either: -
- (i) The duration of the Assignment;
 - (ii) 14 weeks from the start of the first Assignment (the first assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous agreement); or
 - (iii) 8 weeks from the day after the last day the Locum worked on the Assignment;
- the Client shall be liable, to pay a Transfer Fee the amount of which is to be agreed between the Employment Business / Agency and the Client.
- 6.4.2 If the parties do not agree a Transfer Fee in accordance with 6.4.1 then the Client will be liable to pay a Transfer Fee calculated as follows: -
- (i) 20% of the Remuneration applicable during the first 12 months of the Engagement; or,
 - (ii) if the actual amount of the Remuneration is not known, the daily charges multiplied by 200.
- 6.4.3 No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.
- 6.4.4 VAT is payable in addition to any fee due.
- 6.5 In the event that there is an Introduction of a Locum to the Client which does not result in the supply of the Locum by the Employment Business / Agency to the Client, but the Locum is Introduced by the Client to a Third Party which results in the Engagement of the Locum by the third party within six months from the date of Introduction the Client shall be liable, to an Introduction Fee calculated as follows: -
- (i) 20% of the Remuneration applicable during the first 12 months of the Engagement; or
 - (ii) if the actual amount of the Remuneration is not known, the daily charges agreed multiplied by 200;
- No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

7. OFFERS OF ENGAGEMENT TO LOCUMS

- 7.1 The Client agrees:
- 7.1.1 to notify the Employment Business / Agency, immediately, of any offer of an Engagement which it makes to the Locum;
- 7.1.2 to notify the Employment Business / Agency immediately that its offer of an Engagement to the Locum has been accepted and to provide details of the Remuneration to the Employment Business / Agency; and
- 7.1.3 to pay the Employment Business / Agency fee within 14 days of the date of the invoice.

- 7.2 Except in the circumstances set out in clause 9 below, no fee is incurred by the Client until the Locum commences the Engagement, at which point the Employment Business / Agency will render an invoice to the Client for its fees.
- 7.3 Unless otherwise agreed in writing, the fee payable to the Employment Business / Agency by the Client for an introduction resulting in an Engagement is an amount equal to the percentage scale as detailed below of the remuneration applicable for the first twelve months of the Engagement. This will only include the base salary accepted by the Locum. VAT will be charged on the fee if applicable.

Remuneration		Percentage
Up to	£19,999	= 18%
	£20,000 - £25,999	= 22%
	£26,000 - £45,999	= 25%
	£46,000 - £69,999	= 33%
	£70,000 and above	= 35%

7.4 Fixed Term

- 7.4.1 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 7.3 will apply pro-rata;
- 7.4.2 if the Engagement is extended beyond the initial fixed term or if the Client re-engages the Locum within 6 calendar months from the date of termination of the first Engagement, the Client shall be liable to pay a further fee based on the additional remuneration applicable for the period of the Engagement following the initial fixed term up to the termination of the second Engagement; or
- 7.4.3 the first anniversary of its commencement, which ever is the sooner.

- 7.5 If the Client subsequently engages or re-engages the Locum within a period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 7.3 above becomes payable.

8. REFUNDS

- 8.1 In order to qualify for the following refund, the Client must pay the Employment Business / Agency fee within 14 days of the date of the invoice and must notify the Employment Business / Agency, in writing, of the termination of the Engagement within 7 days of its termination.
- 8.2 Unless otherwise agreed, if the Engagement terminates before the expiry of 10 weeks from the commencement of the Engagement (except where the Locum is made redundant) the fee will be refunded in accordance with the scale of refund as set out below. A partial refund of the Introduction Fee shall be paid to the Client, subject to the conditions of clause 8.1 in accordance with the following scale.

Departure Week	Percentage Refund
Week 1	100%
Week 2 – 3	90%
Week 4 – 5	60%
Week 6 – 7	40%
Week 8 – 9	20%
Week 10	10%

There will be no refund where the Locum leaves during or after the 11th week of Engagement.

- 8.3 In circumstances where clause 7.5 applies the full fee stated in clause 7.3 is payable and there shall be no entitlement to a refund.

9. CANCELLATION FEE

If after an offer of Engagement has been made to the Locum, the Client decides for any reason to withdraw it, the Client shall be liable to offer the Locum an alternative branch. If an alternative branch is not available the Client shall be liable to pay the Employment Business / Agency a cancellation fee (set at the same rate as the daily charge fee in the case of New Directions Professional & £20 per hour, per cancelled day for the contractor) if the dates are not cancelled within the parameters set out in Schedule 1.

10. INFORMATION TO BE PROVIDED

- 10.1 When making an Introduction of a Locum to the Client the Employment Business / Agency shall inform the Client of:-
the identity of the Locum; that the Locum has the necessary or required experience, training, qualifications, and any authorisation required by law or a professional body to work in the Assignment, whether the Locum will be employed by the Employment Business / Agency under a contract of service, apprenticeship or a contract for services; and that the Locum is willing to work in the Assignment.

- 10.2 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 following, save where the Locum is being introduced for an Assignment in the same position as one in which the Locum has previously been supplied within the previous five Business Days and such information has already been given to the Client, unless that the information is resubmitted.

11. PRICE AND PAYMENT

- 11.1 Unless otherwise agreed by the Employment Business / Agency in writing, the price for the Services shall be the price agreed, in writing, between the Client and the Employment Business / Agency prior to entering into a Contract.
- 11.2 The price for the Services shall be exclusive of any VAT.
- 11.3 Payment of the price for the Services is due in pounds sterling within 14 days of the Services commencing.
- 11.4 Time for payment shall be of the essence.
- 11.5 No payment shall be deemed to have been received until the Locum has received cleared funds.
- 11.6 All payments payable to the Employment Business / Agency and Locum under the Contract shall become due immediately on its termination despite any other provision.
- 11.7 The Client shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by the Employment Business / Agency to the Client.
- 11.8 If the Client fails to pay the Employment Business / Agency any sum due pursuant to the Contract, the Client shall be liable to pay interest to the Employment Business / Agency on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Lloyds TSB, accruing on a daily basis until payment is made, whether before or after any judgment. In addition, the Employment Business / Agency reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 11.9 All charges, expenses and losses incurred by the Employment Business / Agency in recovering any overdue payments will be charged to the Client.
- 11.10 The Client assumes responsibility for paying the Locum's expenses as agreed. For deducting any sums from this as may be required by law and unless instructed otherwise it is assumed that all locums are registered with the appropriate bodies as self-employed. The contract is directly with the Locum. Any payment for Locum work needs to be paid to the Locum directly, the Employment Business / Agency is not in any way responsible for the payment of Locum's fees.

12. LIMITATION OF LIABILITY

- 12.1 Whilst every effort is made by the Employment Business / Agency to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from Locums and further to provide them in accordance with the Client's booking details, the Employment Business / Agency is not liable for any loss, expense, damage or delay arising from any failure to provide any Locums for all or part of the period of booking or from the negligence, dishonest, misconduct or lack of skill of the Locums.
- 12.2 Locums supplied by the Employment Business / Agency are engaged under contracts for services. They are not the employees of the Employment Business / Agency but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment.
- 12.3 The Client agrees to be responsible for all acts, errors or omissions of the Locum, whether wilful, negligent or otherwise as though the Locum was on the payroll of the Client.
- 12.4 The Client will comply in all respect with the statutes including (but not limited to), for the avoidance of doubt, the Working Time Regulations, Health and Safety and Safety at Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Locum during all Assignments.
- 12.5 Notwithstanding any other condition the following provisions set out the entire financial liability of the Employment Business / Agency (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
- (a) any breach of these conditions;
 - (b) any use made or resale by the Client of any of the Services, or of any product incorporating any of the Services; and

- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 12.6 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 12.7 Nothing in these conditions excludes or limits the liability of the Employment Business / Agency:
 - (a) for death or personal injury caused by the Employment Business / Agency's negligence; or
 - (b) under section 2(3), Consumer Protection Act 1987; or
 - (c) for any matter which it would be illegal for the Employment Business / Agency to exclude or attempt to exclude its liability; or
 - (d) for fraud or fraudulent misrepresentation.
- 12.8 Subject to condition 12.6 and condition 12.7:
 - (a) the Employment Business / Agency's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
 - (b) the Employment Business / Agency shall not be liable to the Client for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 12.9 The client shall indemnify and keep indemnified the Employment Business / Agency against any costs claims or liabilities incurred by the Employment Business / Agency arising out of any Assignment or arising out of any non-compliance with or breach of the Terms by the Client. The premises in which work is booked through the Employment Business / Agency has to meet with the requirements of the RPSGB as stated in the Medicines, Ethics and Practice. The Client shall indemnify the Employment Business / Agency against any costs, claims, damages and expenses incurred by the Employment Business / Agency as a result of any breach of this Contract by the Client.

13 CONFIDENTIALITY

- 13.1 Introductions of any Locums are confidential. The disclosure by the Client to a third party of any details regarding a Locum introduced by the Employment Business / Agency which results in an Engagement with that third party within 6 months of the Introduction, renders the Client liable to payment of the Employment Business / Agency fee as set out in clause 7.3 with no entitlement to any refund.
- 13.2 The Client shall at all times keep confidential any Confidential Information and shall not use or disclose any such confidential information except: -
 - 13.2.1 with the written consent of the Employment Business / Agency or the party that the information relates to;
 - 13.2.2 as may be required by law or by the rules of any recognised stock exchange, or governmental or other regulatory body, when the Client concerned shall, if practicable, supply a copy of the required disclosure to the Employment Business / Agency before it is disclosed and incorporate any amendments or additions reasonably required by the Employment Business / Agency;
 - 13.2.3 to any tax authority to the extent reasonably required for the purposes of the tax affairs of the Employment Business / Agency; and
 - 13.2.4 if the information comes within the public domain (otherwise than as a result of the breach of this clause).
- 13.3 Information is not Confidential Information if: -
 - 13.3.1 It is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of the Contract; or
 - 13.3.2 The Client can establish to the reasonable satisfaction of the Employment Business / Agency that it found out the information from a source not connected with the Employment Business / Agency and that the source is not under any obligation of confidence in respect of the information; or
 - 13.3.3 The Client can establish to the reasonable satisfaction of the Employment Business / Agency that the information was known to the Client before the date of the Contract and that it was not under any obligation of confidence in respect of the information; or

13.3.4 The Employment Business / Agency agree in writing that it is not confidential.

14 TERMINATION

14.1 The Client undertakes to supervise the Locum sufficiently to ensure the Client's satisfaction with the Locum's standards of workmanship. If the Client reasonably considers that the Services of the Locum are unsatisfactory, the Client may terminate the Contract either by instructing the Locum to leave the Contract immediately, or by directing the Employment Business / Agency to remove the Locum. The Employment Business / Agency may, in such circumstances, reduce or cancel the charges for the time worked by that Locum, provided that the Contract terminates: -

14.1.1 within four hours of the Locum commencing the Contract where the booking is for more than seven hours; or

14.1.2 within two hours for bookings of seven hours or less.

And also provided that notification of the unsuitability of the Locum is confirmed in writing to the Employment Business / Agency within 48 hours of the termination of the Contract.

14.2 The Client shall notify the Employment Business / Agency immediately and without delay and in any event within 24 hours if the Locum fails to attend work or notifies the Client that the Locum is unable to attend work for any reason.

14.3 The Employment Business / Agency shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Locum supplied to the Client is unsuitable for the Contract or is not able to attend and shall terminate the Contract under the provisions of this clause 14.

15 ASSIGNMENT

15.1 The Employment Business / Agency may assign the Contract or any part of it to any person, firm or company.

15.2 The Client shall not be entitled to assign the Contract or any part of it without the prior written consent of the Employment Business / Agency.

16 FORCE MAJEURE

The Employment Business / Agency reserves the right to defer the date of performance or to cancel the Contract or reduce the volume of the Services ordered by the Client (without liability to the Client) if it is prevented from or delayed in the carrying on of its business due to any circumstances beyond the reasonable control of the Employment Business / Agency including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, sickness, absenteeism of Locums, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of [120] days, the Client shall be entitled to give notice in writing to the Employment Business / Agency to terminate the Contract.

17 GENERAL

17.1 Each right or remedy of the Employment Business / Agency under the Contract is without prejudice to any other right or remedy of the Employment Business / Agency whether under the Contract or not.

17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.3 Failure or delay by the Employment Business / Agency in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

17.4 Any waiver by the Employment Business / Agency of any breach of, or any default under, any provision of the Contract by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

17.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English & Welsh law and the parties submit to the exclusive jurisdiction of the English & Welsh courts.

17.7 The client must ensure that they make the Locum aware of the complaints handling procedure.

- 17.8 The Locum must display their practicing certificate at all times whilst working at the Clients premises. Locums must recognise the limits of their professional competence and provide Services only if they are fit and competent to do so.
- 17.9 The Client must ensure that they have sufficient professional indemnity insurance to cover the Locum in accordance with the Royal Pharmaceutical Society of Great Britain regulations.

18 COMMUNICATIONS

- 18.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax e-mail:
 - 18.1.1 (in case of communications to the Employment Business / Agency) to its registered office or such changed address as shall be notified to the Client by the Employment Business / Agency; or
 - 18.1.2 (in the case of the communications to the Client) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Client set out in any document which forms part of the Contract or such other address as shall be notified to the Employment Business / Agency by the Client.
- 18.2 Communications shall be deemed to have been received:
 - 18.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 - 18.2.2 if delivered by hand, on the day of performance; or
 - 18.2.3 if sent by fax or e-mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 18.3 Communications addressed to the Employment Business / Agency shall be marked for the attention of The Director of Operations of New Directions Professional Ltd.

I HAVE READ THE TERMS AND CONDITIONS AND ACCEPTED THEM

Signed..... Dated.....

Print Name.....

Company Name

Address.....

.....

Schedule 1

Cancellation Parameters:

- Bookings made up to 4 months in advance a minimum of 3 months notice of cancellation is required
- Bookings made up to 3 months in advance a minimum of 2 months notice of cancellation is required
- Bookings made up to 2 months in advance a minimum of 1 month notice of cancellation is required
- Bookings made up to 3 weeks in advance a minimum of 2 weeks notice of cancellation is required
- Bookings made up to 1 week in advance a minimum of 72 hours notice of cancellation is required

If an alternative branch is offered to a Locum and the locum chooses to decline the booking then the Locum cancelled hourly fee does not have to be reimbursed, however the Employment Business / Agency fee will remain.