

Agreement between Medico Partners Ltd and the Employer

MEDICO PARTNERS LTD (Company Registration No: 9355100)

AGREEMENT between Medico Partners Ltd and Employer.

THE INTRODUCTION OF LOCUMS to Employers MADE THROUGH THE MEDICO PARTNERS LTD

1. DEFINITIONS

In these Conditions the following words shall have the following meanings:

Agreement: The agreement between Medico Partners Ltd and an Employer incorporating these Terms and Conditions as amended from time to time.

Requirement: The introduction of a Locum to the Employer to perform medical services as required by the Employers.

Requirement Terms: Standard terms and conditions supplied by Medico Partners Ltd to govern the relationship between the Employer and the Locum.

Additional Services: Telephone calls, e-mails, text messages, administration of the website and profiles for employers or health care professionals(candidates) either as part of marketing campaign, posting, booking, confirming or accepting jobs on www.medicopartners.com where a healthcare professional or employer confirms via any other means of communication.

Engage: The employment or engagement of the Locum for any period directly by the Employer or indirectly through any employment business (Agency) other than through Medico Partners Ltd (whether for a definite or indefinite period) by the Employer as a direct result of any Introduction or Requirement to the Employer and the terms Engaged or Engagement shall be construed accordingly.

Introduce: The introduction of a Locum by Medico Partners Ltd in relation to a vacancy to the Employer via sending the relevant compliance file and Introduction and Introduce shall be construed accordingly.

Introduction Criteria: The criteria used by Medico Partners Ltd in order to determine whether to make Introductions of Locums to Employers.

Legal Costs: The legal and any other costs and/or expenses incurred by Medico Partners Ltd in preparing legal proceedings for issue, issuing legal proceedings, pursuing any such claim to trial or earlier resolution and taking all reasonable steps to enforce its rights against the Employer for payment of Service Fee and/or the Engagement Fee and/or Liquidated Damages

Liquidated Damages: The sum of £2,500. The parties agree that this sum represents a genuine pre-estimate of Medico Partners Ltd.'s lose in making enquiries about the Engagement and taking any steps required to recover the Engagement Fee prior to the preparation of legal proceedings for issue

Locum: An individual worker Introduced by Medico Partners Ltd to the Employer to work temporarily for and under the supervision and direction of the Employer. This term refers General Practitioners, Hospital doctors, Nurses and Health care assistant and any other health care related workers who are looking for locum work via Medico Partners Ltd.

Locum Fees: The fees payable to the Locum for a Requirement.

Loyalty Scheme: Medico Partners Ltd.'s will introduce loyalty schemes from time to time and they will be found on the Website or will be available on request, under which Employers can accrue certain benefits.

Member Profile: The profile of information required by Registered Users on registration to the Website.

Medico Partners Ltd: Medico Partners Ltd incorporated and registered in England and Wales with company number 9355100 whose registered office is at The CIBA Buildings, 146 Hagley Road, Birmingham, B16 9NX.

Medico Partners Ltd website: Means the online website for providing Introductions currently hosted at www.medicopartners.com.

Employer: The client who is looking to employ temporary or permanent staff, this can include Medical Practices, Hospitals, Out of Hours Providers, Care Homes and other Agencies.

Registered User: Means an Employer or a Locum who has registered with the Medico Partners Ltd Website.

Requirement: The Vacant positions as the Employer posts on the Medico Partners Ltd Website from time to time in accordance with the Agreement.

Routine Booking: The booking of the Locum no less than two weeks' prior start date

Services: The provision of an online introductory service that brings together Employers and Locums looking for work.

Service Fee: Means the fees charged by Medico partners Ltd for providing locum services.

Short notice booking: Prices may vary based on requirements.

User ID: Means the username and password allocated to a Registered User granting access to the Medico Partners Ltd Website services and identifying such the Registered User.

Vacancy Criteria: The information required from the Employer in relation to a Vacancy in order to be able to post that Vacancy on the Website.

Warning Letter: The letter sent by Medico Partners Ltd to the Employer requesting full details of all the Locums Engaged by the Employer and a full breakdown of all hours such Locums have worked

2. In these Conditions, the following rules apply:

- a) Condition, schedule, and paragraph headings shall not affect the interpretation of the Agreement.
- b) The schedule(s) form part of the Agreement and shall have effect as if set out in full in the body of the Agreement and any reference to these Conditions includes the schedule(s).
- c) Unless the context otherwise requires, words in the singular shall include the plural and, in the plural include the singular.
- d) Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- e) A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- f) A reference to writing or written includes faxes and e-mail.
- g) Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. Obligations

- a) These Conditions set out the agreement between Medico Partners Ltd and the Employer for the provision of the Introductions by Medico Partners Ltd via the Website.
- b) The Website allows the Employer to post Vacancies on the Website with an agreed hourly rate in accordance with the Vacancy Criteria and for Medico Partners Ltd to make Introductions of Locums who fulfil such Vacancy Criteria to Employers in respect of those Vacancies in accordance with the Introduction Criteria. Once administration at Medico Partners Ltd have authorised the posting, the job advert will become live, and Locums will be able to apply for the job. If satisfactory the Employer will then click to approve. Thereupon, the Terms and Conditions and an Invoice template will pop up for the Employer to agree. If the Employer Agrees the Terms and Conditions and Approves the Locum, the Doctor is ready to do the sessions required. Once the agreed work has been completed, the Locum will click 'completed' in his/her job profile and an editable time sheet will appear with pre-agreed fees. The Locum can only edit the times and then 'complete and send' the timesheet which will go to the Employer to authorise. Once the Employer authorises the timesheet, the invoice will be generated on behalf of the Locum using the times and fees agreed. The Employer will then make the payment to Medico Partners Ltd who will receive and transfer the locum fees on their behalf as representative for the parties.
- c) The Agreement between the Employer and Medico Partners Ltd is formed on the Employer clicking on the "sign up" (or equivalent) button during the registration process, the Employer using the Services or where Medico Partners Ltd manages Introductions and Requirements for the Employer by the Employer agreeing to the provision of the Services whichever is the earliest event to occur. Medico Partners Ltd may update the Terms and Conditions from time to time and by posting a new version on the Website. While Medico Partners Ltd will use reasonable endeavours to notify the Employer of such updates, the Employer should check the Website from time to time for updates. You agree to such updates once posted on the Website by continuing to use the Services or by logging in to the Website. Additional services as defined above are provided to the employer as part of our Service fee. Medico Partners reserves the right to increase the Service fees based on volume of additional services required by customer.

4. Registration and user ID

- a) Where Medico Partners Ltd manage Introductions and Requirements for the Employer, the Employer will need the User ID to register. This will be the email address of the Employer and it will be assigned to the Employer and activated at which point the Employer will become the Registered User. The Employer is solely responsible for all actions taken under that User ID. It is the responsibility of the Employer to keep its User ID safe. The Employer has no right to disclose or transfer its User ID to any person other than suitably authorised individuals within its organisation. The User ID will act as the Employer's identity to other Registered Users of the Website. The Employer must immediately inform Medico Partners Ltd of any unauthorised use of its User ID or any other breach of security regarding the Website.
- b) In order to use the Website, the Employer must populate its Member Profile. Upon successfully providing this information in compliance with the minimum requirements applicable to Employers as Registered Users, the Employer can use the Website.
- c) The Employer warrants and represents that all information provided by it on registration and contained within its Member Profile is and continues to be, accurate and not misleading.
- d) The Employer shall within 5 days update its Member Profile to reflect any change to its name, principal place of business, directors or officers or any other information included in its Member Profile.

5. Booking Process

- a) The Website acts as a Meeting place allowing Registered Users to make arrangements for the Introduction of Locums and Employers and Medico Partners Ltd shall use reasonable skill and care to make such Introductions. Medico Partners Ltd have no contractual involvement in the Requirements which will be governed by the Requirement Terms, or such terms agreed between the Employer and the Locum, from time to time. The Employer may use its own standard terms provided that the Employer had uploaded them to the Website, they are not incompatible with these Conditions and do not offer any less favorable terms to Medico Partners Ltd than the Requirement Terms. Registered Users (whether as Employers or Locums) accept sole responsibility for the legality of their actions under laws applicable to them.
- b) Although the Registered User must comply with the Member Profile minimum requirements in order to be able to use the Website, will check the registration status of the Locum. The Locum profile will become active once we have completed this validation process.
- c) In the event of any dispute Medico Partners Ltd may at its sole discretion, so as to assist in the promotion of good practice amongst its registered user, disclose information it holds regarding the identity of the Registered User to any other registered user involved in a dispute or relevant other third party or regulatory body investigating any such dispute or otherwise as may be required by law.
- d) If the Employer has any right, claim or action against any other Registered User arising from its use of the Website, the Employer agrees to pursue such right, claim or action independently, and the Employer releases Medico Partners Ltd (and its parent, subsidiaries, affiliates, officers, directors, agents and employees) from all and any claims, liability, damages, losses, costs and expenses, including legal fees, known and unknown, arising from or in any way connected with such right, claim or action.

6. Requirements

- a) Once the Employer has posted the Vacancy on the Website, Medico Partners Ltd shall promptly notify those Locums who fulfil the Vacancy Criteria, of such Vacancy. Once the deadline for submitting interest in the Vacancy closes, the Employer shall promptly select the Locum it wishes to be matched to for the Vacancy. Medico Partners Ltd will then promptly confirm the Requirement with both the Locum and the Employer.
- b) Details of the confirmed Requirement will be posted by Medico Partners Ltd on the Employer's "My Jobs" section of the Website. If the Employer wants to extend a confirmed Requirement, it should notify Medico Partners Ltd who will confirm that new Requirement. If the Employer subsequently wants to cancel the Requirement the cancellation fees set out in the standard price list will apply. If the Locum does not turn up for work for some or the entire Requirement, it is the Employer's responsibility to notify Medico Partners Ltd of that promptly.
- c) If Medico Partners Ltd become aware of any Locum who no longer meets the minimum criteria for the Member Profile, Medico Partners Ltd shall not introduce any such Locum to the Employer.
- d) It is the sole responsibility of the Employer, prior to the commencement of the Requirement, to confirm the accuracy of the Member Profile information provided by the Locum matched to the Requirement.
- e) If the Employer after posting the Vacancy on the Website fills that Vacancy otherwise than through the Website, the Employer shall immediately remove the Vacancy from the Website and notify Medico Partners Ltd of the same.

7. Service Fees and VAT

- a) For *temporary placement* Medico Partners Ltd shall charge a fee to the Employer for each Requirement plus VAT when applicable.
- b) For *permanent engagement*, Medico Partners Ltd shall charge an engagement fee to the Employer for each placement. VAT will be charged on top of the total fee.
- c) Our payment terms are 14 days from the invoice date unless pre-agreed otherwise.
- d) Any sums payable by the Employer under the Agreement which remain outstanding after the agreed date for payment shall carry interest (both before and after judgment) on a daily basis at an annual rate equal to 8% above the base rate of the Bank of England. Medico Partners Ltd acknowledge that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) as well as the Service Fee as set out in the Act. Medico Partners Ltd may suspend the Services until all sums are paid.

8. Engagement of Locums

- a) Engagement of any locums who were introduced by Medico Partners will incur an engagement fee.
- b) **Engagement Fee:** Shall be.
 - (i) in the case of the Locum who is Engaged on a **permanent contract** 20 % of the Locum's contractual annual remuneration whether paid as salary or otherwise and whether or not that remuneration is actually paid to the Locum or,
 - (ii) in the case of the Locum who is Engaged **as the Locum**, the total service fee payable would be equivalent to full time locum fees to Medico Partners which is 37.5 hours/week for six months.
- c) If the Employer Engages the Locum within 6 months of an Introduction or completion of the Requirement the Employer shall within 24 hours of the Engagement:
 - i) Notify Medico Partners Ltd in writing of such Engagement; and
 - ii) Pay the Engagement Fee when it is due.
 - iii) This engagement fee is non-refundable irrespective of the duration of the permanent employment.
- d) If Medico Partners Ltd learn at any time that the Employer has Engaged the Locum but not notified Medico Partners Ltd within the timescale set out as above (in condition 8.c) the Employer shall pay to Medico Partners Ltd the Engagement Fee, Liquidated Damages and Legal Costs.
- e) If the Employer does not pay the Service Fee and/or the Engagement Fee when either or both is/are due, then the Employer will also pay the Legal Costs.
- f) If Medico Partners Ltd suspect or become aware of any Engagement which the Employer has not notified it about under condition 8.c, Medico Partners Ltd may issue a Warning Letter to the Employer. The Employer shall provide Medico Partners Ltd with a full and proper response to the Warning Letter within 7 days of receipt. The following shall apply:
 - i) Pending such response, Medico Partners Ltd may suspend the Services.
 - ii) If the Employer's full and proper response shows to Medico Partners Ltd's reasonable satisfaction that the Employer has not Engaged any Locums, Medico Partners Ltd shall continue to provide or reinstate the Services.
 - iii) If the Employer does not make a full and proper response to the reasonable satisfaction of Medico Partners Ltd or the response reveals that the Employer has Engaged Locums, the Employer shall pay to Medico Partners Ltd the Engagement Fee, Liquidated Damages and Legal Costs.
- g) In the event of any locum introduced by Medico Partners to the Employer becoming engaged by the Employer or any related company of the Employer, or through any other employment business

(agency) at any time within 6 months from the introduction date or the date of the last completed booking through Medico Partners, (whichever the latest date is considered), the employer is liable for the engagement fee as set out in clause 8.b.ii.

9. Term and termination

- a) Either party may terminate the Agreement at any time by providing the other with 30 days' prior written notice.
- b) Either party may terminate the Agreement immediately on giving notice in writing to the other party if:
 - i) The other party commits any material breach of the Agreement (repeated failure by the other party to fulfil any service levels agreed between the parties or comply with the Agreement generally will amount to a material breach) and (in the case of a breach capable of being remedied) shall have failed to remedy the breach within 14 days after receiving a written notice of the breach requiring the breach to be remedied within such period;
 - ii) If the other party becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over the whole or any part of its assets, has an administrator appointed, enters into any composition with creditors generally, is wound up or any step is taken towards any of these events;
 - iii) If the other party (being an individual) is the subject of a bankruptcy petition; and
 - iv) The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- c) Any termination of the Agreement however caused shall not affect:
 - i) Any rights or liabilities which have accrued before the time of termination; or
 - ii) Any rights or liabilities under conditions 7 and 8
 - iii) The continuance in force of any provision of the Agreement which expressly or by implication is intended to come into or continue in force after termination.

10. Publicity & announcements

- a) Each party shall ensure that, except as may be required by law or any regulatory authority, neither it nor any of its employees, agents or contractors (or any tier) shall make, or cause to be made, (whether to the employees, customers, suppliers, public, press or otherwise) any communication, media statement, announcement or other disclosure whatsoever, whether written or oral, about the other party to the Agreement, the existence of the Agreement or any matter referred to in the Agreement without the other party's prior written consent to its contents.

11. Audit and record-keeping

- a) Medico Partners Ltd shall keep and maintain until three years after the Agreement has been completed, or as long a period as may be agreed between the parties, full and accurate records of the agreement including, in particular:
 - i) The services provided by Medico Partners Ltd under the Agreement;
 - ii) Details of each Requirement and the date from which it commenced; and
 - iii) All the Service Fees paid and payable by the Employer.
- b) Medico Partners Ltd shall on request provide the Employer or the Employer's representatives such access, on reasonable notice and within normal working hours, to those records as may be reasonably required in connection with the Agreement.

12. Indemnities

- a) During and after the Agreement, the Employer agrees to protect, indemnify, defend and hold harmless Medico Partners Ltd and any successor to it, and to the extent required from time to time by Medico Partners Ltd, (or their successors) its officers, agents, and employees, from and against any and all expenses, damages, claims (whether valid or invalid and whether deemed alleged or upheld), suits, losses, actions, judgments, liabilities, and costs whatsoever (including legal fees on a full indemnity basis) (Indemnify) arising out of, connected with, or resulting from:
 - i) The Employer's negligence, misrepresentation or the breach of any obligation to be performed by the Employer under the Agreement; and
 - ii) Any Locum having at any time claimed or being held or deemed to have been an employee of the Employer or been otherwise engaged directly by the Employer including any claim for wrongful or unfair dismissal or redundancy payment.
- b) The provisions of this condition 12 shall survive termination of the Agreement.

13. Confidentiality

- a) Neither party shall during and after termination of the Agreement, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential, or which is confidential by its nature.
- b) The Party shall on demand and on termination of the Agreement surrender to the other party all materials relating to such confidential information in its or its personnel's agent or representatives' possession.

14. Data protection compliance

- a) The extent that any data or information belonging to the Employer is personal data within the meaning of the Data Protection Act 1998 or equivalent legislation:
 - i) Medico Partners Ltd be registered as a Data Controller under the Data Protection Act 1998 and will process such data and information only in accordance with the Employer's instructions;
 - ii) Medico Partners Ltd will not transmit such data and information to a country or territory outside the European Economic Area without the Employer's prior express written consent; and
 - iii) Medico Partners Ltd will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the Employer as data controller.

15. Warranties and undertakings

- a) Medico Partners Ltd warrant that they have the necessary expertise to provide the services contemplated in the Agreement and will perform them in keeping with the highest professional business standards by using appropriately qualified, experienced and trained personnel.
- b) Medico Partners Ltd warrant that they do and it shall comply with the all relevant statutes, laws, regulations and codes of the Employer from time to time in force in.
- c) Each party warrants that it has full capacity and authority to enter into and perform the Agreement.

16. Non-solicitation

- a) The Parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from the end of the term of the Agreement, solicit or entice away or attempt to entice away or authorise the taking of such

action by any other person, any key executive of the other party who has worked on the services provided under the Agreement at any time during the term of the Agreement.

17. Sub-contracting

- a) Neither party shall, without the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed), assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with the Agreement or any of its rights and obligations under or arising out of the Agreement (or any document referred to in it), or purport to do any of the same.
- b) Medico Partners Ltd may sub-contract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent without the prior written consent of the Employer.
- c) Each party that has rights under the Agreement is acting on its own behalf and not for the benefit of another person.

18. Entire agreement

- a) The Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements, and understandings between them, whether written or oral, relating to its subject matter.
- b) The Party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in the Agreement (whether made innocently or negligently) shall be for breach of contract.
- c) No variation of the Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

19. Contracts (Rights of Third Parties) Act 1999

- a) Person who is not a party to the Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- b) Rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement is not subject to the consent of any person that is not a party to the Agreement.

20. Unforeseen Events

- a) Either party may defer the date for performance of, or payment for, the services, or terminate the Agreement, if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

21. Governing law and jurisdiction

- a) The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

22. Criteria of a member profile - Information & minimum criteria For Employers:

- a) Proof that the Employer is a registered Employer with a UK Employer code as issued by NHS England; The address of the Employer;
- b) The contact details of the Employer; and
- c) Details of the information technology.

23. Vacancy Criteria

- a) The date on which the Employer requires the Locum to commence work and the duration, or likely duration, of the work;
- b) The position which the Employer seeks to fill, including the type of work the Locum in that position would be required to do, the location at which, and the hours during which, the Locum would be required to work, and any risk to health or safety known to the Employer and what steps the Employer has taken to prevent or control such risks;
- c) The experience, training, qualifications, and any authorisation which the Employer considers are necessary, or which are required by law, or by any professional body, for the Locum to possess in order to work in the position; and
- d) Any expenses payable by or to the Locum. Introduction Criteria
- e) Locums who meet the Employer's Vacancy Criteria; and Locums who have valid medical indemnity cover (if applicable).

24. Cancellation

- a) Should the Employer need to cancel a Requirement (including any Requirement period extended under condition 6. b)) the Employer should inform Medico Partners Ltd immediately. If the Employer cancels the Requirement, then the Employer is liable to pay the following:
 - i) **Routine bookings – (Any bookings made in advance over 7 days prior to the session).**
 - Less than 24 hours of the session/vacancy start time 100% of the total expected charge.
 - Between 24 hours and 72 hours of the session/vacancy start time, 75% of the total expected charge.
 - Between 72 hours and 7 days of the session/vacancy start time, 20% of the total expected charge.
 - 1 week or more will incur no cancellation fees.
 - ii) **Short Notice Booking (Any sessions booked less than 7 days prior to the session).**
 - ◆ Less than 72 hours of the session/vacancy start time 100% of the total expected charge.
 - ◆ Between 72 hours and 7 days of the session/vacancy start time, 50% of the total expected charge.
 - iii) Any cancellation fees are changed at the discretion of medico partners dependent on the circumstances.

25. Links To Other Sites

- a) Our website may contain links to third-party sites that are not owned or controlled by Medico Partners Ltd.
- b) Medico Partners Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party sites or services. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you visit.