



**ENGAGEMENT OF MEDICAL/DENTAL LOCUMS**

**AGENCY - CLIENT AGREEMENT**

THIS AGREEMENT IS MADE ON THE DATE: BETWEEN

**(1) NAME OF "THE CLIENT":**

COMPANY REGISTRATION NUMBER:

WHOSE REGISTERED OFFICE IS AT:

SIGNED BY:

FOR AND ON BEHALF OF:

**(2) BLUE TOOTH DENTAL AGENCY LTD – Reg No: 09127735 "THE AGENCY"**

THIS AGREEMENT HAS BEEN DULY EXECUTED ON (DATE):

SIGNED BY: MS V SHARMA - MANAGING DIRECTOR

FOR AND ON BEHALF OF  
BLUE TOOTH DENTAL AGENCY LTD  
6 SOUTH MOLTON STREET, MAYFAIR, LONDON, W1K 5QF

IT IS AGREED AS FOLLOWS:

## **1. ENGAGEMENT OF MEDICAL / DENTAL LOCUMS**

1.1 THE COMPANY HEREBY ENGAGES MEDICAL / DENTAL LOCUMS TO PROVIDE THE SERVICES OF LOCUMS / TEMPORARY WORKERS AS LAID OUT IN THE ATTACHED IN, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1.2 THIS AGREEMENT CONTAINS THE WHOLE AGREEMENT BETWEEN THE CLIENT AND THE AGENCY AND SUPERSEDES ANY PRIOR AGREEMENT BETWEEN THE PARTIES WHETHER WRITTEN OR ORAL AND SUCH PRIOR AGREEMENTS ARE CANCELED AS FROM THE DATE HEREOF AND BOTH PARTIES ACKNOWLEDGE THEY HAVE NO CLAIM AGAINST THE OTHER IN RESPECT OF ANY PREVIOUS AGREEMENT.

1.3 ANY NOTICE TO BE SERVED BY EITHER OF THE PARTIES ON THE OTHER SHALL BE SENT BY PREPAID RECORDED DELIVERY OR REGISTERED POST TO THE ADDRESS SHOWN IN THIS AGREEMENT OR TO SUCH ADDRESS AS THAT PARTY SHALL HAVE NOTIFIED TO THE OTHER IN WRITING TAKING EFFECT FOR THE PURPOSES OF THIS CLAUSE OR AGREEMENT, AND SHALL BE DEEMED RECEIVED 48 HOURS AFTER POSTING.

1.4 THE HEADINGS IN THIS AGREEMENT ARE FOR REFERENCE PURPOSES ONLY AND SHALL NOT BE INCORPORATED INTO THIS AGREEMENT.

1.5 IN THIS AGREEMENT, UNLESS THE CONTEXT OTHERWISE REQUIRES, WORDS IN THE SINGULAR INCLUDE THE PLURAL AND VICE VERSA, WORDS IMPORTING ANY GENDER INCLUDE ANY GENDER, AND A REFERENCE TO A PERSON INCLUDES A REFERENCE TO A BODY CORPORATE AND TO AN UNINCORPORATED BODY OF PERSONS.

## **2. GOVERNING LAW AND JURISDICTION**

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF ENGLAND AND WALES AND ANY DISPUTE CONCERNING IT OR ITS INTERPRETATION SHALL BE ADJUDICATED IN THAT JURISDICTION.

### **BLUE TOOTH DENTAL AGENCY LTD (TERMS AND CONDITIONS) - CLIENT**

#### **BACKGROUND:**

These Terms and Conditions shall apply to the provision of Services by the Agency to the Client.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Agency in writing.

## Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agency”	Blue Tooth Dental Agency Ltd
“Candidate” “Temporary Worker” “Locum”	Means any person introduced to the Client by the Agency for Engagement of Service
“Client”	Means any person, firm, company, practice or hospital department including any associates or subsidiaries to whom a Candidate s introduced
“Engagement”	Means any agreements of services or use of a Candidate by a Client, whether part time or full time, with or without contract
“Introduction”	This will be deemed to have taken place where the Agency has provided a Client with any information regarding a Candidate. Also where a Client interviews a Candidate following an instruction by the Agency
“Confidential information”	Means any information shared between any Parties relating to the business, plans or methods
“Introduction Fee”	The fee payable by the Client to the Agency, on the introduction of a Candidate to a Client which results in a position of permanent employment
“Services”	Means the services provided to the Client by the Agency by provision of a Candidate

### 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.24 a Schedule is a schedule to these Terms and Conditions; and

1.25 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

1.26 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

## **2. The Contract**

2.1 Any and all business entered into by the Agency is subject to these Terms and Conditions and in the event of any conflict with any other Terms and Conditions these terms shall prevail unless agreed otherwise in writing by a Director Miss V Sharma of the Agency.

2.2 No modification or change to these Terms and Conditions will be valid unless the details of any such changes are in writing, signed on behalf of the Agency and the Client, and state the date on or after which such new terms will apply.

2.3 In the event that any part(s) of these Terms and Conditions or part thereof is declared to be invalid, unlawful, void or unenforceable then such terms or parts shall be severed and the remaining terms and conditions shall continue to be valid and enforceable to the fullest extent of the law.

2.4 The Engagement or interviewing of a Candidate, by or on behalf of the Client, or the commencement of work or provision of services by a Candidate for the Client shall be deemed acceptance of these Terms and Conditions.

2.5 These Terms and Conditions supersede all previous terms of business.

effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

## **3. Vacancies and Advertisements**

3.1 The Agency shall have the right to decline, cancel or otherwise remove any vacancy advertisement provided by the Client to the Agency at any time, for any reason and without giving prior notice to the Client.

3.2 If any vacancy advertisement appears to demonstrate that the Client intends to discriminate on the grounds of gender, sexual orientation, race, religion or age, it will be declined unless the vacancy is exempted from the provisions of the Sex Discrimination Act 1975; the Employment Equality (Sexual Orientation) Regulations 2003; the Race Relations Act 1976; the Employment Equality (Religion and Belief) Regulations 2003; or the Employment Equality (Age) Regulations 2006. In the case of any applicable exemptions, the vacancy advertisement must be accompanied by a written statement explaining those exemptions and how they apply to the vacancy.

3.3 If, in the opinion of the Agency, any vacancy advertisement indicates any illegal purposes on the part of the Client, the Agency may, without notice, report the vacancy and the Client to the relevant authorities. Such authorities may include, but are not limited to, the Department for Work and Pensions, ACAS, the Information Commissioner's Office; and the Recruitment and Employment Confederation.

3.4 Vacancy advertisements shall remain open and viewable by prospective Candidates for a period of or otherwise as agreed between the Agency and the Client.

3.5 All vacancy advertisements shall contain details of no more than one single vacancy unless otherwise agreed in writing between the Agency and the Client.

#### **4. The Agency's Obligations**

4.1 The Agency shall use its best and reasonable endeavours to find suitable and willing Candidates to fill such vacancies as are notified to the Agency by the Client.

4.2 The Agency shall use its best and reasonable endeavours to ensure that all vacancy advertisements are published on the date agreed with the Client or, where no date is agreed, within of receiving details of the vacancy.

4.3 The Agency will endeavour to ensure that all Candidates introduced to the Client have the experience, qualifications, and authorisations which are required by the Client, by law or by any professional body, for the position(s) that the Client wishes to fill, and will also endeavour to verify the identity of Candidates prior to introducing them to the Client.

4.4 At the same time as proposing a Candidate to the Client the Agency will inform the Client of such matters as detailed in sub-Clause 4.3 that the Agency has obtained confirmation of.

4.5 The Agency will endeavour to take all reasonable steps to ensure that Clients and Candidates are aware of any requirements imposed by law or any professional body on the vacancy / vacancies that the Client seeks to fill.

4.6 The Agency cannot guarantee to find a suitable Candidate for each vacancy and gives no warranties as to the suitability of any Candidate.

4.7 Where a Candidate is offered or applying for Engagements that involve working with or caring for any persons under the age of 18, the elderly, the infirm or anyone in need of care and attention, the Agency will take all reasonably practical steps to ensure that it obtains and makes available to Clients copies of all necessary authorisations required for the Engagement, two references from persons unrelated to the Candidate, and confirmation that the Candidate is not unsuitable to work with vulnerable people.

4.8 The Agency assumes responsibility for payment to the locums treated on a self employed basis. The Client must not pay the Temporary Worker/Locum directly. The Client will be invoiced by the Agency.

4.9 The Agency will endeavour to provide a Temporary Worker for the period of a booking but cannot be guaranteed whether for all or any part of the period of the booking. The Client accepts that no liability attaches to the Agency for not supplying a Temporary Worker for part or the whole of the period of a booking.

4.10 Whilst the Agency does its best to select Temporary Workers which will be suitable to the Client's needs, the Company does not warrant the ability of the Temporary Worker.

## **5. The Client's Obligations**

5.1 The Client shall provide to the Agency all information which is reasonably required for the Agency to provide the Services. The Client shall use its best and reasonable endeavours to ensure that such information is complete, accurate and up-to-date.

5.2 The Client shall ensure that all information provided to the Agency does not contain any material which could be regarded as offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory.

5.3 The Client shall ensure that all information provided to the Agency does not contain any material which infringes the rights of any third parties (including, but not limited to, intellectual property rights).

5.4 The Client must provide the Agency with details of the vacancies that the Client wishes to fill, which must include the type of work required, the date of commencement, the duration, the hours, rates of pay and location as well as the training, qualifications and other authorisations required by law, the Client and any professional body for the position(s).

5.5 The Client is responsible for adhering to the T&C's of the client/practice contract that are permanently available live on the website [www.bluetoothdentalagency.com](http://www.bluetoothdentalagency.com)

Terms & Conditions may be updated at regular intervals as required, in line with company policy. A link to the T&C's will be provided to each new client within the contract to be agreed

5.6 The Client must inform the Agency of any Health and Safety risks or requirements of the vacancies the Client wishes to fill, as well as the action taken by the Client to minimise and control such risks.

5.7 The Client must not seek to employ any member of the Agency's Locums. With the agreement of the Agency, if any Locum accepts a permanent offer of Engagement with the Client, the Client must pay an Introduction Fee in accordance with Clause 6.

5.8 The Client acknowledges that the Agency is under no obligation to provide the Services until all required information has been provided by the Client in accordance with sub-Clause 5.1.

5.9 The Client shall inform the Agency immediately in the event that any relevant information changes following the submission of that information to the Agency. The Agency reserves the right to charge the Client at the rate of for any work required to make alterations to vacancy advertisements or other relevant information it holds.

5.10 Subject to the provisions of sub-Clauses 4.3 and 4.7, the Agency shall not verify or otherwise check any Candidate details, howsoever they may be provided to the Client.

5.11 It shall be the sole responsibility of the Client to ensure that Candidates are suitable for the relevant vacancies and to obtain any references if required.

5.12 It shall be the sole responsibility of the Client to obtain any required permits (including, but not limited to Permits require by legislation).

5.13 It shall be the sole responsibility of the Client to arrange for any required medical examinations or investigations.

5.14 The Client must notify the Agency immediately, if considering making an offer of permanent Engagement / contract to a Locum Candidate.

5.15 The Client must notify the Agency immediately of the acceptance of any offer of Engagement that is made to a Candidate following a formal interview. The Client will provide details of the Candidate's remuneration and contract prior to interview.

5.16 The Client must notify the Agency immediately if, following the Engagement of a Candidate, the Candidate's remuneration increases at any time during the first 12 months of the Engagement, and the introduction fee detailed in clause will be increased accordingly.

5.17 Notwithstanding sub-Clauses 4.3 and 4.7 above the Client must satisfy itself as to the suitability of a Candidate for any vacancy, and the Client must be responsible for taking up references and checking the validity of qualifications.

5.18 The client acknowledges and understands all the terms and conditions that the candidate is bound by with regards to the Agency, and agrees to be responsible and bound by the clauses of this contract that may have bearing on or affect the clients responsibility towards the Agency and the Candidate.

## **6. Fees and Payment**

6.1 An Introduction Fee payable by the Client to the Agency upon acceptance of a permanent contract by a Candidate, shall be calculated between 9% and 15% of the Candidates annual salary or remuneration during the first 12 months of the Engagement, exclusive of VAT.

6.1 a All outstanding locum invoices and the introduction fee will need to be cleared in full, by direct bank transfer, 5 working days prior to the commencement of the permanent contract

6.2 For all locum bookings / assignments, the Client must pay the Agency's fees upfront before any candidate commences work on a temporary/locum basis, unless a post payment date is agreed with the Agency

All fees charged will vary according to the time of booking. All payments will be made directly to the Agency by direct bank transfer. No cheques, no credit card and no cash payments will be accepted.

6.3 All rates quoted in the Agreement will be inclusive of the Agency fee. Variation in rates will be according to the time of booking and unsociable hours. Short notice or on the day bookings will incur extra charges, accordingly. Locums required outside normal 9-5pm working hours and weekends will be charged at a higher rate. Travel costs (parking fees) and accommodation costs (if applicable) will be covered by the Client and will appear on the invoice from the Agency.

6.4 (a)The Client will be invoiced directly by the Agency. No payments will be exchanged between the Client and the Locum. The Agency will be solely responsible to pay all Locum fees.

6.5 The Agency reserves the right to charge interest at the rate of 2% above Lloyds Bank rate of interest per annum on any invoiced fees that remain unpaid by the Client from the due date to the date of payment.

6.6 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship but if the services of the Temporary Worker prove to be unsatisfactory the Company will cancel the charges for the time worked by the Temporary Worker provided that the Client notified the Agency within 3 hours of the Temporary Worker commencing duties.

6.7 The engagement by the Client directly or indirectly (including the Engagement through another employment agency or business) of a temporary worker or former Temporary Worker introduced by the Agency whether for a definite or indefinite period, or the introduction of such Temporary Worker to other employers with a resulting Engagement, renders the Client subject to the payment of an introduction fee as set out in Clause 6.1 provided that the Engagement takes place

within a period of 4 months from the termination of any temporary assignment of the Temporary Worker with the Client or of the introduction of the temporary worker, whichever is later.

6.8 Temporary Workers provided by the Agency are provided under contracts for services and are deemed to be under the direction and control of the Client from the time the worker reports to take up duties and for the duration of the assignment and the Client agrees to be responsible for all acts, errors and omissions of the Temporary Worker be they wilful negligent or otherwise as though the Temporary Worker were on the payroll of the Client. The Client will in all aspects comply with all statutes by-laws, codes of practice and legal requirements to which the Client is ordinary subject in respect of the Client's staff, including in particular the health and safety legislation and the provision of adequate Employers and Public Liability Insurance cover for the Temporary Worker during all assignments but excluding the matters specifically mentioned in Paragraph 8 above.

6.9 The Client shall indemnify and keep indemnified the Agency against any costs, claims and liabilities incurred by the Company arising out of the Engagement of the Temporary Worker by the Client

## **7. THE INTRODUCTION OF CANDIDATES FOR PERMANENT EMPLOYMENT**

7.1 In the event of the acceptance of a permanent contract by a locum, an introductory fee between 9% to 15% of annual salary will be charged. This fee will be payable by the Client to the Agency and will be non refundable. All permanent contracts will only be accepted following a satisfactory trial of a candidate in a clinical setting, with the Client.

7.2 All locum invoices and fees will be cleared for payment 5 working days before any candidate commences a permanent contract with the Client.

7.3 Introductions are confidential. The passing on of an introduction either directly or indirectly to another Employer which results in Engagement renders the Client liable to payment of the Agency's introduction Fees as detailed above.

7.4 The Client undertakes and agrees not to employ either directly or indirectly at any time during the provision of services by the Agency or within 4 calendar months thereafter any employee of the company who has dealt with the client in the preceding 12 months in the provision of services to the Client without the prior written consent of the Agency which will only be withheld so far as may be reasonably necessary to protect the legitimate business interests of the Company. In the event of the client employing a company locum in breach of the aforementioned undertaking the client shall become liable to pay an introductory fee to the company.

## **8. Confidentiality**

8.1 Each Party undertakes that, except as provided by sub-Clause 7.2 or as authorised in writing by the other Party, it shall, at all times:

8.1.1 keep confidential all Confidential Information;

8.1.2 not disclose any Confidential Information to any other party;

8.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions;

8.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and



8.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 above.

8.2 Either Party may not:

8.2.1 disclose any Confidential Information to:

8.2.1.1 any sub-contractor or supplier of that Party;

8.2.1.2 any governmental or other authority or regulatory body; or

8.2.1.3 any employee or officer of that Party or of any of the aforementioned persons; to such extent only as is necessary for the purposes contemplated by these Terms and Conditions, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 7.2.1.2 above or any authorised employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

8.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is, or has become, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

8.3 The provisions of this Clause 7 shall continue in force in accordance with their terms, notwithstanding the termination of these Terms and Conditions for any reason.

## **9. Data Protection**

9.1 The Client shall be required to comply with the provisions of the Data Protection Act 1998 and any other relevant data protection legislation from time to time in force when processing or otherwise dealing with personal data relating to Candidates. All such information shall remain confidential.

9.2 The Client shall, as required by the Data Protection Act 1998, notify itself as a data controller to the Information Commissioner's Office.

## **10. Liability**

The Agency shall not be liable or responsible for any death, personal injury, loss or damages of any nature whether direct or indirect including any loss of profits or any consequential damages suffered or incurred by the Client as a result of the Introduction of a Candidate to the Client by the Agency, the Engagement of a Client Introduced by the Agency or the failure of the Agency to Introduce any Candidate to the Client.

## **11. Indemnity**

The Client shall indemnify the Agency against any costs, liability, damages, loss, claims or proceedings which may arise out of its use of the Services or out of any breach of any part of these Terms and Conditions.

## **12. Force Majeure**

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## **13. Law and Jurisdiction**

13.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

13.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.