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ENGAGEMENT OF MEDICAL/DENTAL LOCUMS

BLUE TOOTH DENTAL AGENCY AGREEMENT

This agreement is made on : (DATE)

BETWEEN (1) **“THE AGENCY”**

BLUE TOOTH DENTAL AGENCY LTD (Company Reg No: 09127735)

AND (2) **“THE LOCUM” or “CANDIDATE” or “TEMPORARY WORKER”**

<<Name>>

<<Address>>

<<Professional Registration Number>>

<<National Insurance Number>>

SIGNATURE :

THIS AGREEMENT HAS BEEN DULY EXECUTED ON (DATE)

SIGNED BY: 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 PERSONNEL

- A. THE AGENCY HEREBY ENGAGES THE ABOVE NAMED LOCUM / CANDIDATE TO PROVIDE THE SERVICES OF A PROFESSIONAL HEALTHCARE LOCUM AS LAID OUT IN THE ATTACHED AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.
- B. THIS AGREEMENT CONTAINS THE WHOLE AGREEMENT BETWEEN THE CANDIDATE AND THE AGENCY AND SUPERSEDES ANY PRIOR AGREEMENT BETWEEN THE PARTIES WHETHER WRITTEN OR ORAL AND SUCH PRIOR AGREEMENTS ARE CANCELLED AS FROM THE DATE HEREOF AND BOTH PARTIES ACKNOWLEDGE THEY HAVE NO CLAIM AGAINST THE OTHER IN RESPECT OF ANY PREVIOUS AGREEMENT.
- C. 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 AND SHALL BE DEEMED AS RECEIVED 48 HOURS AFTER POSTING
- D. THE HEADINGS IN THIS AGREEMENT ARE FOR REFERENCE PURPOSES ONLY AND SHALL NOT BE INCORPORATED INTO THIS AGREEMENT
- E. IN THIS AGREEMENT UNLESS THE CONTEXT OTHERWISE REQUIRES, WORDS IN TEN 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 & CONDITIONS -
BLUE TOOTH DENTAL AGENCY LOCUMS**

BACKGROUND

The Employment Business (Locum Agency) provides its services as an employment business (locum agency) as defined by the Conduct of Employment Agencies and Businesses Regulations 2003

3. Definitions and Interpretations

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

“Agreed Working Hours”	means the working hours applicable to a particular assignment / temporary contract
“Assignment”	means a project or period of work for which the Locum is supplied to the Client
“Employment Business” “Agency”	BLUE TOOTH DENTAL AGENCY LTD
“Moral Rights”	means all rights arising out of the Copyright Designs & Patents Act 1988
“Representation Offer”	means a letter sent to the Locum as defined in Clause 3
“Services”	means the temporary contract work finding and representation services provided by the Locum Agency / Employment Business
“Locum” “Candidate” “Temporary Worker”	means an individual seeking temporary contract work assignments who wishes to use the services of the Locum Agency
“Client”	The person or Company that the Agency supply a Locum healthcare professional to
“Term”	means the term of the contract which shall be agreed between the Parties involved
“Timesheet”	means a document which has a record of all completed hours of work. This is supplied by the Agency to the Locum and signed by the Client

4. The Contract

- I. Any and all business entered into by the Agency with Locum / temporary workers is subject to these Terms & Conditions. In the event of any conflict with any other terms and conditions, these Terms & Conditions shall prevail unless otherwise agreed in writing by a Manager or Director of the Agency
- II. The Employment Business / Agency and the Locum shall be deemed to have entered into a Contract upon the Locum’s full and unconditional acceptance of the Representation Offer
- III. Nothing in these Terms & Conditions shall create a contract of employment between the Agency and the Locum or between the Locum and the Client
- IV. No variation or alteration of these Terms shall be valid unless approved by the Agency in writing.

5. The Representation Offer

- I. The Representation Offer shall contain details of the proposed relationship between the Employment Business and the Temporary Worker and shall have a copy of these Terms and Conditions attached thereto.
- II. Details of the nature of work required by the Temporary Worker shall be contained within the Representation Offer.
- III. The Representation Offer shall remain open for acceptance by the Temporary Worker for a period of 14 days. If the Temporary Worker fails to accept the Representation Offer within that time period the Representation Offer shall lapse and shall not be capable of acceptance

6. The Services

- I. The Agency / Employment Business shall provide the Services as an employment business in accordance with the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Businesses Regulations 2003.
- II. The Employment Business shall represent the Locum / Temporary Worker in all matters relating to the finding of Assignments and all negotiations and agreements with the Client relevant thereto.

7. Payments

- I. All payments due to the Locum / Temporary Worker and the payment intervals thereof shall be calculated prior to the commencement of an Assignment. Such payments shall be based upon an hourly rate or day rate and each locum will be payed on a self employed basis. Each Locum / Temporary Worker will be responsible for paying their own tax, NI and any other deductions.
- II. Payments to the Locum / Temporary Worker by the Agency shall be made upon the presentation by the Locum of a completed and signed Timesheet. This timesheet will be required to be signed by the practice owner or practice manager. The Locum must also have submitted details of their National Insurance number and correct bank details. No cash payments will be given. All payments will be done by direct bank transfer.
- III. In the event that details on a Timesheet are contested by the Client, the Locum/ Temporary Worker may be required to assist in the resolution of any dispute. Failure to cooperate in such matters may result in a delay in the payment to the Locum / Temporary Worker.
- IV. The Agency / Employment Business shall not withhold, delay or in any way alter the Locum's / Temporary Worker's payments as a result of any non-receipt or alteration of payments by the Client to the Agency / Employment Business.

8. The Employment Business's or Agency Obligations

- I. The Agency / Employment Business shall provide the Services with reasonable skill and care, commensurate with best practice in the employment business sector and in accordance with any and all codes of practice and statutory requirements including but not limited to the Agency Workers Regulations 2010.
- II. The Agency / Employment Business shall use its best and reasonable endeavours to find and secure suitable Assignments for the Locum / Temporary Worker.
- III. The Agency / Employment Business cannot guarantee to find a suitable Assignment for the Locum / Temporary Worker and is under no obligation to do so.

- IV. The Agency / Employment Business shall use its best and reasonable endeavours to ensure that Clients deal with the Locum / Temporary Worker in a reasonable and professional manner; however the Agency / Employment Business accepts no responsibility for the conduct of Clients.
- V. The Agency will endeavour to obtain suitable assignments for the Locum / temporary worker to work as a Locum in private practices, hospital units, MoD units or clinics.

9. The Temporary Worker's Obligations

- I. Where specific experience, qualifications and authorisations are required by the Client, by law or by any professional body, the Locum / Temporary Worker shall provide up-to-date evidence of the same to the Agency / Employment Business prior to the start of an Assignment to which they apply. The Locum / Temporary Worker shall also grant permission to the Agency / Employment Business to supply any such evidence to the Client, if requested.
- II. The Temporary Worker shall use their best and reasonable endeavours to perform to the best of their ability during Assignments and shall remain professional and courteous to the Client and to their fellow workers.
- III. The Temporary Worker shall comply with the Agreed Working Hours subject to any variation agreed between the Temporary Worker and the Client. In the event that such working hours are to exceed 48 hours per week at any given time, the Employment Business must be notified of this by the Client.
- IV. The Temporary Worker shall comply with all reasonable requests, instructions or orders relating to the Assignment.
- V. The Client shall make the Temporary Worker fully aware of all relevant rules and regulations pertaining to health and safety at the start of the Assignment. The Temporary Worker shall fully comply with all such rules and regulations throughout the Assignment.
- VI. The Client shall make the Temporary Worker / Locum fully aware of all general workplace rules, policies and procedures, including those specifically related to the Assignment at the start of the Assignment. This will be a mandatory induction. The Temporary Worker shall fully comply with all such rules, policies and procedures throughout the Assignment.
- VII. If any conflict of interest or any other circumstance which would be detrimental to the Client, the Employment Business or the Temporary Worker arises during the Assignment, the Temporary Worker must inform both the Employment Business / Agency and the Client.
- VIII. The temporary worker / locum acknowledges that it is in the nature of temporary work that there may be periods when no suitable work is available and agrees that suitability shall be determined by the Agency and that the Agency shall incur no liability towards the temporary worker should it fail to offer his/her opportunities to work.
- IX. Unless specifically agreed to the contrary, the temporary dental nurse is not entitled to payment from the Company or its client for the time not spent on an assignment whether in respect of holidays, illness or absence for any other reasons.
- X. The temporary worker is not obliged to accept any assignment offered by the Company but he/she does so, during every assignment and afterwards as appropriate, she will:-
 - a. Co-operate with the clients staff and accept the direct supervision and instruction of any responsible person in the client's organisation

b. Observe any rules and regulations of the client's establishment to which attention has been drawn or which the temporary dental nurse might reasonably be expected to ascertain.

c. Unless arrangements have been made to the contrary, conform to the normal hours of work currently in force at the client's establishment.

d. Take all reasonable steps to safeguard her own safety and the safety of any other person who may be present or affected by her actions on the assignment and the comply with the health and safety policy of the client.

e. Not engage in any conduct detrimental to the interest of the client

XI. The temporary worker / locum will not at any time use for her own or any other person's benefit, any information in relation to the Company's, or the clients transactions and business affairs.

XII. The temporary worker / locum should not accept an assignment with any of the agency's clients without informing Blue Tooth Dental Agency. In doing so risks his/her contract being terminated with the agency.

XIII. The temporary worker / locum will not be permitted to engage in any type of employment with any of the agency's clients without the knowledge of the agency. This also includes any changes to agreed schedules that are already in place. The locum / temporary worker is restricted from independent direct employment with any of our clients or via any other agency/ company for a period of 4 calendar months from the end of their last assignment with the agency. If a client of the agency offers the temporary worker / locum a permanent contract, this has to be in agreement with the agency's terms and conditions

XIV If the temporary worker / locum is unable for any reason to work on an assignment, they should inform the Company immediately and in any event no later than one hour before she is due to start work for the client to enable alternative arrangements to be made.

XV In the event of a locum / temporary worker declining to accept an offer of work, or not attending work for any reason for any period, the Agency have the right to terminate the temporary contract immediately and offer the assignment to someone else

10. Timesheets

I. The Agency / Employment Business requires Timesheet's to be completed by the Locum / Temporary Worker in order to verify the number of hours worked by the Locum / Temporary Worker.

II. In the absence of any agreement to the contrary, Timesheet's shall cover a period of one week.

III. Timesheet's shall be completed by the Locum / Temporary Worker on a weekly basis and scanned and emailed back to the Agency after all details have been filled in and signed off by the Client. The Locum must retain a copy for their own records.

IV. All Timesheet's must be presented to the Client by the Locum / Temporary Worker for signing whereupon the Client shall also submit the completed, signed Timesheet to the Agency / Employment Business. This will allow the Agency to rule out any discrepancies.

V. If the Locum / Temporary Worker is required to produce any evidence relating to hours worked that is supplementary to a Timesheet, they must do so forthwith.

11. Travel expenses / Accommodation

- I. Travel expenses will not be covered
- II. Accommodation will not be provided for any assignments, unless the Client is willing to make provisions for this or pay for overnight accommodation. This will be negotiated at the time of the contract Agreement.

12. Sickness, Absence and Leave

- I. In the event that the Locum / Temporary Worker is absent from an Assignment due to injury or illness, no liability or payment will be covered by The Agency
- II. An Assignment may be extended by the total number of days covered by that period of absence at the Discretion of the Agency if acceptable by the Client
- III. The Locum / Temporary Worker shall be entitled to annual leave in accordance with the Working Time Regulations 1998, and, where relevant the Agency Workers Regulations 2010. No payments will be given for annual leave.

13. Intellectual Property

- I. Any and all Intellectual Property created by the Locum / Temporary Worker during the course of any Assignment shall be deemed to be assigned to the Client. The Locum / Temporary Worker shall execute any and all necessary Assignments and any other documentation required either by law or by the Client in order to give effect to the provisions of this
- II. The Locum / Temporary Worker shall unconditionally waive all Moral Rights in any work created by them.
- III. The Locum will not at any time divulge to any person, nor use for her own or any other person's benefit, any information in relation to the Client's employees, or patient confidentiality.

14. Liability

- I. Subject to any matters which are covered by the Agency / Employment Business's professional indemnity insurance policy, [the] OR [The] Agency / Employment Business shall not be liable or responsible for any loss or damages of any nature, whether direct or indirect, including any loss of profits or any consequential damages suffered or incurred by the Locum / Temporary Worker, howsoever caused, as a result of the Agency's / Employment Business's negligence or breach of contract.
- II. Nothing in this Clause shall limit the Agency's / Employment Business's liability for death or personal injury. The Locum / Temporary Worker is fully responsible for themselves

15. Indemnity

- I. The Locum / Temporary Worker shall indemnify the Agency / Employment Business against any claim, loss, damage, proceedings, settlement, costs or expenses which may be paid to a

third party arising out of any matter relating to the Locum's /Temporary Worker's performance or non-performance of their obligations under these Terms and Conditions.

- II. The indemnity set out in sub-Clause 15.(I) shall apply provided that in all cases the Agency / Employment Business shall:
 - A. Notify the Locum / Temporary Worker as soon as is reasonably possible of any claim, loss or damage;
 - B. Consult with the Locum / Temporary Worker as to the action to be taken in dealing with any such matters; and
 - C. Make no agreement with any third party for the payment of any sum without the prior agreement of the Locum / Temporary Worker, such agreement not to be unreasonably withheld.
- III. Notwithstanding the provisions of this Clause 15, the total liability of the Locum / Temporary Worker under this Agreement shall be limited to the number of hours worked.

16. Termination

- I. Subject to the remaining provisions of this Clause 16, the Contract shall continue for the Term which shall be agreed between the Parties prior to the commencement of the Contract.
- II. The Agency / Employment Business reserves the right to terminate the Contract at any time and subject to its sole discretion and for any reason. [Such termination shall take effect following the completion of any Assignment taking place at the time] OR [Such termination shall take effect immediately, and the Locum / Temporary Worker shall be required to end any Assignment taking place at the time].
- III. The Locum / Temporary Worker reserves the right to terminate the Contract at any time upon giving at least 7 days written notice. Such termination shall take effect following the completion of any Assignment taking place at the time or otherwise agreed prior to the Locum / Temporary Worker giving such appropriate notice.
- IV. Either Party has the right to terminate the Contract immediately if the other:
 - (A.) has committed a material breach of these Terms and Conditions, unless such breach is capable of remedy, in which case the right to terminate will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
 - (B.) goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- V. Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of the Contract shall survive termination under this Clause 16.
- VI. The Company may without notice and without liability instruct the locum / temporary worker to end an assignment at any time, if a client cancels at short notice even if the locum has arrived at the Practice or Clinic of the Client, Blue Tooth Dental Agency will only be liable to pay travel cost only.

17. 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.

18. Notices

- I. All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- II. Notices shall be deemed to have been duly given:
 - A - when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - B - when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or
 - C - on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - D - on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- III. All notices under this Agreement shall be addressed to the most recent address or e-mail address, notified to the other Party.

19. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

20. No Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

21. Dispute Resolution (Arbitration)

- I. Where any dispute or difference relating to these Terms and Conditions arises between the Parties that matter shall be referred to the arbitration of a single arbitrator with appropriate qualifications and practical experience to resolve the particular dispute.
- II. The arbitrator shall be agreed by the Parties or, in the event of failure to agree, shall be appointed by the president for the time being of the Law Society of England and Wales.
- III. The arbitration shall take place at a place designated by the Agency and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of that Act for the time being in force.
- IV. The Parties shall promptly furnish to the arbitrator all information reasonably requested by him relating to the particular dispute, imposing appropriate obligations of confidence.
- V. The Parties shall require the arbitrator to use all reasonable endeavours to render his decision within 30 days following his receipt of the information requested or if this is not possible as soon thereafter as may reasonably be practicable. The Parties shall co-operate fully with the arbitrator to achieve this objective.

- VI. The Parties shall share the fees and expenses of the arbitrator equally. The decision of the arbitrator shall be final and binding upon both Parties.
- VII. The Parties agree to exclude any right of application or appeal to the courts of England and Wales concerning any question of law arising in the course of the arbitration.

19. Law and Jurisdiction

- I. These Terms and Conditions (including any non-contractual matters and obligations arising there from or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- II. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising there from or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.