



UK based Pharmacy Locum and Recruitment Consultants.
Pharmacy run for Pharmacy and Pharmacists and Pharmacy Dispensers.

TERMS AND CONDITIONS FOR CLIENTS

Agreements to provide locum services are legally binding whether made orally or in writing. Any client accepting bookings for such work through this company agree and accept the terms and conditions stated here and any additional terms applicable at the time a booking is accepted. Hereinafter, "the Agency" is taken to mean Nightingale Pharmacy Services. Each separate booking made between client and locum will specify the precise duration, rates and fees agreed and other incidental matters relating to specific bookings.

1. All pharmacists offering to provide professional services must be registered with The General Pharmaceutical Council (GPhC) and are expected to operate and abide by the code of ethics as well as observing any reasonable rules in force at the clients' premises. The foregoing notwithstanding, the locum or deputy shall not be subject to the direction or control of the client relating to the manner in which professional services are provided. The agency will endeavour to vet the individual pharmacist to the best of their ability by verifying registration with the GPhC, by taking references and by attempting to verify the bona fides of pharmacists offering their services to the client. Locum dispensers are similarly checked and references taken.

2. Self employed locums are responsible for payment of their own tax and national insurance contributions. Work permit holders cannot work as self employed locums. For further information on working status any work permit holder should contact our office for advice. Locum services are an agreement for professional services and the locum shall be an independent contractor for and not the servant of the client. Fees agreed to be paid to the locum for professional services as part of the agency agreement between client and locum via the agency shall not be subject to any deductions.

3. All bookings once accepted must be honoured. It is acknowledged that from time to time, due to operational needs, a booking venue may have to varied by agreement between client and locum with terms and conditions not less favourable than the original booking, including reasonable access to the new venue.

4. Except in the case of emergency and short notice bookings, a 24 hour cooling off period is allowed before an agreement is confirmed, during which time both locum and client may withdraw from the agreement.

5. If a locum fails to honour an agreement and does not provide acceptable replacement cover either the client or the agency shall secure necessary replacement cover and any additional costs incurred in so doing shall be the liability of the locum failing to honour the agreement. In any such situation the locum concerned will be invoiced for payment within 14 days of the tax point (invoice date). In the event that any failure of a locum to honour their agreement to provide cover is the fault of the agency rather than the individual locum, the agency's liability shall be limited to the cost of securing reasonable replacement cover.

6. Payment is made according to the rates agreed between client and locum at the time the booking is agreed and is made directly to the locum by the client. The agency accepts no responsibility for non-payment or late payment of fees or expenses.

7. If a client wishes to engage a locum in either locum, regular, part or full time capacity where that locum was introduced to the client by the agency, or where a client forwards the introduced locum to another party which results in the locum being engaged by that party, both client and locum are liable to charges of £200 per day. If any client wishes to take over or otherwise employ a locum provided by the agency, a fee equal to the standard recruitment fee for a locum is required to be paid to the agency. Any outstanding bookings made on behalf of the locum must be honoured, otherwise clauses 3 and 5 of these terms and conditions will apply to the locum concerned in addition to the foregoing of this clause which shall apply to the locum and client concerned. Where a locum has already been engaged by a client where work is offered, it is the responsibility of the client to make that fact known to the agency. This clause shall apply for a period of twelve months from the date of the most recent booking made for each individual locum.

8. Professional indemnity insurance and personal insurance are not provided via any agreement with the agency. It is the responsibility of the client to advise us whether National Pharmaceutical Association (NPA) or similar professional indemnity is provided so that in any situation of uncertainty, the pharmacist has the opportunity to secure adequate professional indemnity cover. The agency cannot be held responsible for any loss or injury sustained by the client as a result of any failings or shortcomings on the part of any individual locum whilst undertaking work provided through the agency. Nevertheless, we would wish to be informed of any circumstance or situation in which the client feels that they have a grievance.

9. The client agrees to pay the agency fee agreed at the time of the booking within 28 days of invoice date (tax point) by means agreed between client and agency. Payment will be made against invoices not against statements. We reserve to right to charge interests on outstanding balances at the rate of 2.5% over the Barclays Bank Base rate effective over the period on non-payment. In the event that court proceedings become necessary to recover a debt, further interest and fees associated with the recovery of the debt become payable by the client.

10. A cancellation fee of £6 per day (exclusive of VAT) will be levied for each day cancelled once a booking has been confirmed. VAT will be charged at the prevailing rate.

Signed Name Date

On behalf of
.....
.....
Post code

Signed Name Date

On behalf of Nightingale Pharmacy Services
Amphion House
North Bar Without
BEVERLEY
HU17 7AA

Please complete the above section and return both pages either by e-mail to ;
admin@nightingalepharmacyservices.com OR

FAX to 01482863172