



MAYDAY locums

Primary Care Recruitment Experts

CLIENT TERMS & CONDITIONS

TERMS AND CONDITIONS

DEFINITIONS

In these Terms and Conditions the following definitions apply:
'Assignment' means the period during which the Locum is supplied by MAYDAY Locums to render services to the Client

'Client' means the person, firm, organisation or corporate body together with any subsidiary or associated company to whom the Locum is supplied or introduced

'MAYDAY Locums' means Mayday Locums of Colmore Plaza, 20 Colmore Circus, Queensway, Birmingham, B4 6AT, company number 09795489

'Locum' refers to the individual introduced by MAYDAY Locums. It includes a Locum working as a sole trader or for any other entity including limited company or otherwise

'Engagement' means any employment or use of the Locum 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

1. THE CONTRACT

- a) These Terms constitute the contract between MAYDAY Locums and the Client for the supply of the Locum's services by MAYDAY Locums to the Client and are deemed to be accepted by the Client by virtue of its request for any Engagement of a Locum or the passing of any information about the Locum to any third party following an introduction.
- b) Unless otherwise agreed in writing by a director of MAYDAY Locums, these Terms prevail over any Terms of Business or purchase conditions offered by the Client.
- c) No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between MAYDAY Locums and the Client and are set out in writing.
- d) Terms and Conditions may be changed at any time and without prior notice by MAYDAY Locums.

2. CHARGES

- a) The Client agrees to pay the hourly charges as shall be notified to and agreed with the Client before or at the commencement of the assignment. The charges are calculated according to the number of hours (to the nearest quarter hour) worked by the Locum.
- b) The Client will be invoiced by MAYDAY Locums within 7 days of the assignment being completed and are payable within 21 days of date of invoice. MAYDAY Locums reserves the right to charge a fixed £30 late payment fee per session on any invoices not paid within the 21 days.
- c) Charges may be subject to VAT (where applicable) which will be applied at the standard rate as set out by HMRC.
- d) A Cancellation charge may be made if a cancellation is made at short notice and no alternative work can be offered to the Locum concerned.
- e) The Charges of MAYDAY Locums are subject to review from time to time. MAYDAY Locums will provide the Client with notice in writing of any increase in charges, which will take effect immediately.

3. INTRODUCTION FEES

- a) The direct Engagement by a Client of a Locum introduced by MAYDAY Locums, or the introduction by the Client of a Locum to any third party resulting in an engagement (or in the case where the Locum has been incorporated under a limited company, the Engagement of that limited company) renders the Client to an immediate charge of £5,000 or 20% of any past, immediate or future payment to the Locum, whichever is the greater.
- b) If a Client should wish to Engage with a Locum for this purpose, MAYDAY Locums ask to be contacted in the first instance in writing.

4. TIMESHEETS

- a) At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Client shall sign MAYDAY Locums' time sheet verifying the number of hours worked by the Locum during that week.
- b) The Clients or its representative's signature on the time sheet indicates satisfaction with the services provided by the Locum and confirmation of the number of hours worked.
- c) Failure to sign the timesheet does not absolve the Clients obligation to pay the charges in respect of the hours worked.

5. LIABILITY

- a) Whilst every effort is made by MAYDAY Locums to give satisfaction to the Client by ensuring a reasonable standard of skills, integrity and reliability from the Locum and further to provide them in accordance with the Assignment details provided by the Client, MAYDAY Locums is not liable for any issue, loss, expense, damage or delay arising from any failure to provide any Locum for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skills of the Locum in any way.
- b) For the avoidance of doubt, MAYDAY Locums is not liable for death, personal injury or any other claims or complaints arising from its own or the Locums negligence.
- c) Locums supplied by MAYDAY Locums are deemed to be self-employed and provide their own indemnity insurance and are responsible for keeping all their relevant registration checks valid and up to date, including occupational health details.
- d) Locums are workers for MAYDAY Locums under contracts for services. They are not the employees of MAYDAY Locums and 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.
- e) The Client agrees to be responsible for all acts, errors or omissions, whether negligent, wilful or otherwise as though the Locum was on the payroll of the Client. This includes the Client fully complying with any responses to complaints, correspondence or costs related to the Locums actions or responsibilities at any time.

- f) The Client agrees to comply in all respects with all statutes including, the Working Time Regulations, Health 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, including in particular the provision of adequate Employers and Public Liability Insurance cover for the Temporary Worker during all Assignments.
- g) The Client shall advise MAYDAY Locums of any special health and safety matters about which MAYDAY Locums is required to inform the Locum and about any requirements imposed by law or by any professional body, which must be satisfied if the Locum is to fill the assignment.
- h) The Client will assist MAYDAY Locums in complying with its duties under the Working Time Regulations by supplying any relevant information about the Assignment as requested and the Client will not do anything to cause MAYDAY Locums to be in breach of its obligations under these Regulations.
- i) Where the Client requires or may require the service of a Locum for more than 48 hours in any week, the Client must notify MAYDAY Locums of this requirement before the commencement of that week.
- j) The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Locum for he/she to fill the Assignment.
- k) The Client shall indemnify and keep indemnified MAYDAY Locums against any costs, claims or liabilities incurred by MAYDAY Locums arising out of any Assignment or arising out of any non-compliance and/or as a result of any breach of these Terms by the Client.

6. TERMINATION

- a. The Client undertakes to monitor the Locum sufficiently to ensure the Clients 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 Assignment either by instructing the Locum to leave the Assignment immediately or by directing MAYDAY Locums to remove the Locum.
- b. In such circumstances, MAYDAY Locums may reduce or cancel the charges for the time worked by the Locum, provided that the Assignment terminates within 50% of the agreed duration and also provided that the Clients notification of unsuitability of the Locum is confirmed in writing to MAYDAY Locums within 48 hrs of the termination of the Assignment.

7. GENERAL

- a) Correctly directed fax transmissions shall be deemed to have been received on transmission as evidenced by the transmission report. Correctly addressed emails shall be deemed to have been delivered on despatch as evidenced by a hard copy printout.
- b) The Client hereby grants MAYDAY Locums the right to: use its name and logo on its website, Client list and its promotional literature; to advertise vacancies for potential Locums in any medium it deems appropriate.

8. AGREEMENT

- a) I confirm that I have read, understood and agree to adhere to these Terms and Conditions.

Signed: _____

Name: _____

Date: _____