



**Client Terms of Business  
2020**

Apex Medical Locums, Meriden Hall, Main Hall, Meriden, Coventry, CV7 7  
01904 571161  
(Co Reg No. 10738476)



## CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF ALL MEDICAL LOCUMS

### 1. DEFINITIONS

In these Terms of Business the following definitions apply:

<b>“Assignment”</b>	means the period during which the Contractor is supplied by the Employment Business to render services to the client
<b>“Client”</b>	means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to whom the Contractor is supplied or introduced;
<b>“Contractor”</b>	means the limited companies/ Umbrella Companies/ PAYE Employee employed as the Contractor(s) including any representative, employee, or officer thereof (and shall include the Contractor(s) introduced to the Client by the Employment Business and includes the Contractor with whom the Employment Business contracts to carry out the services.
<b>“Employment Business”</b>	Means Apex Medical Locums of Meriden Hall, Main Road, Meriden, Coventry, CV7 7PT
<b>“Engagement”</b>	means the engagement, employment or use of the Contractor’s services or the services of any officer, employee or representative of the Contractor, directly by the Client or any third party or through any other employment business 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;
<b>“Introduction”</b>	means (i) the Client’s interview of an officer,



employee, or representative of the Contractor, in person or by telephone, following the Client's instruction to the Employment Business to supply a Contractor or (ii) the passing to the Client of information which identifies a contractor; and which leads to an Engagement.

**“Introduction Fee”**

means the client agrees a fee is payable by the Client to the Employment Business of the amount equal to 25% of the Contractors anticipated first years remuneration; or £30,000 should the client fail to advise the Employment Business of the Contractors engagement with 7 days from the start date

**“Regulations”**

means The Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended from time to time.

**“Restriction Period”**

means the 6 months following either:

1. the introduction of the Contractor; or
2. the termination or expiration of the agreement; whichever expires last

If the Contractor(s) have not opted out of the Regulations and there has been a supply then the “Restriction Period” shall mean the relevant period stated in the Regulations

**“Remuneration”**

includes fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor for services rendered to or on behalf of the Client.

**“Invoicing”**

Apex Medical Locums Ltd will reserve the right to invoice



the engaged Trust directly by producing a timesheet signed by an employee of The Trust/Client

**“Exclusive Charging”**

whereby the business has indicated to the Client that the rate is exclusive of National Insurance or equivalent on the confirmation of booking provided. The charge rate would be subsequent to a 13.8% uplift to cover the Employers National Insurance contribution which would also be vatable.

**“Transfer Fee”**

If transferred either temp to temp, temp to bank or into a permanent position; the final weekly rate multiplied by 12 will become payable by the Client to the Employment Business for the Contractor(s) services; or an extended period of hire as per the Conduct of Employment Agencies and Employment Business Regulations 2003 of 13 weeks and no fee will become due. VAT will be charge on the fee if applicable.

1.1 Unless the context otherwise requires, references to the singular include the plural

1.2 The headings contained in these Terms are for convenience only and do not affect their interpretation.

**2. THE CONTRACT**

2.1 These terms contain the entire agreement between the parties and unless otherwise agreed in writing [*by a Director of*] the Employment Business, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2.2 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.



#### **i) CHARGES**

- 3.1 The Client agrees to pay the hourly charges of the Employment Business. The charges are calculated according to the number of hours worked by the Contractor (to the nearest quarter hour). The charges comprise mainly the Contractor's hourly rate but also include the Employment Business's commission calculated as a percentage of the Contractor's hourly rate, and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.
- 3.2 The charges are invoiced to the Client on a weekly basis and are payable within 28 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 3.3 There are no rebates payable in respect of the charges of the Employment Business

#### **4. INFORMATION TO BE PROVIDED**

- 4.1 When making an Introduction of a Contractor to the Client the Employment Business shall inform the Client of the identity of the Contractor; that the Contractor has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Contractor will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Contractor is willing to work in the Assignment.
- 4.2 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Contractor is being Introduced for an Assignment in the same position as one in which the Contractor had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.



## **5. TIMESHEETS**

- 5.1 At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week the Client shall sign the Employment Business's time sheet verifying the number of hours worked by the Contractor during that week.
- 5.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Contractor because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Contractor. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked
- 5.3 The Client shall not be entitled to decline to sign a timesheet on the basis that s/he is dissatisfied with the work performed by the Contractor. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

## **6. PAYING THE CONTRACTOR**

- 6.1 The Employment Business is responsible for paying the Contractor.

## **7. TRANSFER AND INTRODUCTION FEES**

- 7.1. should the Client within the Restriction Period wish to engage the services of the Contractor(s) other than through the Employment Business either in a permanent or temporary position directly; indirectly or via another third party Limited Company or Agency/Employment Business then it shall
- 7.1.1 if the Service Provider has not opted out of the Regulations they have the option to elect by if the Service Provider has not opted out of the Regulations they have the option to elect by 14 days' written notice to utilise the services of the Contractor(s) for the appropriate extended period of hire as per the terms and conditions specified in



the Agreement, or in the event of no supply on terms as are agreed at the time; or

- 7.1.2 if the Service Provider has not opted out of the Regulations they have the option to elect by 14 days' written notice to utilise the services of the Contractor(s) for the appropriate extended period of hire as per the terms and conditions specified in the Agreement, or in the event of no supply on terms as are agreed at the time; or
- 7.1.3 in the event of no supply pay the Introduction Fee; or following termination or expiration of the Agreement, pay the appropriate Transfer Fee as outlined in the definitions of these Terms and Conditions
- 7.1.4 In the event the Client fails to specify whether payment of an Introduction Fee, Transfer Fee or Extended Hire Period is preferred, an Introduction Fee or Transfer Fee (as applicable) shall be charged upon Engagement by the Client
- 7.1.5 sub clauses 7 (a) and (b) and 7.1 shall survive the termination of the Agreement for the Restriction Period.

## **7.2 Where there has been an introduction but no supply**

- 7.2.1 In the event that there is an Introduction of a Contractor to the Client which does not result in the supply of that Contractor by the Employment Business to the Client, but which leads to an Engagement by the Client of the Contractor by the Client either (1) directly or (2) pursuant to being supplied by another employment business within 6 months of the date of the Introduction the Client shall be liable, to either an extended period of hire or an Introduction Fee the length or amount of which is to be agreed between the Employment Business and the Client.
- 7.2.2 The Client must give the Employment Business 7 days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Introduction Fee.
- 7.2.3 If the client does not give such notice before the Contractor is Engaged the parties



agree that the Introduction Fee shall be due.

7.2.4 If the parties do not agree a period of extended hire or an Introduction Fee in accordance with The conduct of employment agencies and business regulations 2003 section 10 then the following shall be deemed to have been agreed:

- a) The length of the extended period of hire shall be 13 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Contractor is so employed.

### **7.3 Inability to supply during the period of hire**

7.3.1 If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Contractor supplied by the Employment Business either directly or pursuant to being supplied by another employment business or the Contractor chooses not to be supplied for an extended period of hire, the Introduction Fee calculated in accordance with 7.2.2 may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Contractor and paid for by the Client.

### **7.4 Where there has been Introduction to and Engagement by a Third Party**

- 7.4.1 In the event that the **Contractor supplied to a Client is introduced by the Client to a third party, which results in the Engagement of the Contractor by the third party** during the Assignment or within whichever is the longer of either
- 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42days (8 weeks) since the end of the previous Assignment); or
  - weeks from the day after the last day the Contractor worked on the Assignment the Client shall be liable, to pay a Transfer Fee the length of which is to be agreed between the Employment Business and the Client.





- 7.4.2 If transferred either temp to temp, temp to bank or into a permanent position; the final weekly rate multiplied by 12 will become payable by the client to the Employment Business for the Contractor(s) services, or an extended period of hire as per the Conduct of Employment Agencies and Employment Businesses Regulations 2003 of 13 weeks and no fee will become due. VAT will be charged on the fee if applicable.
- 7.4.3 No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.
- 7.4.4 VAT is payable in addition to any fee due.
- 7.4.5 In the event that there is an Introduction of a Contractor to the Client which does not result in the supply of that Contractor by the Employment Business to the Client, but the Contractor is introduced by the Client to a third party which results in the Engagement of the Contractor by the third party within 6 months from the date of Introduction the Client shall be liable, to an Introduction Fee calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by (REC recommends a figure of 300 times the hourly charge which would equate to a figure of 20% of the annual remuneration)] No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

## **8. LIABILITY**

- 8.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Contractor and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.



- 8.2 Contractors provided by the Employment Business to the Client are deemed to be under the direction and control of the Client for the duration of the Assignment. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor. The Client shall indemnify the Employment Business against any costs, claims, damages and expenses incurred by the Employment Business as a result of any breach of these Terms by the Client.
- 8.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the Contractor is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Contractor for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
- 8.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Contractor for the Contractor to fill the Assignment.
- 8.5 The Client undertakes not to request the supply of a Contractor to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.
- 8.6 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clauses 8.2, 8.3 and 8.5 and/or as a result of any breach of these Terms by the Client.



## **9. SPECIAL SITUATIONS**

9.1 Where the Contractor or the person supplied to do the work is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Contractor or the person supplied to do the work, two references from persons not related to the Contractor or the person supplied to do the work who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Contractor or the person supplied to do the work is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

## **10. TERMINATION OF THE ASSIGNMENT**

10.1 The Client may terminate the Assignment by giving to the Employment Business [in writing] the period of notice specified in the written confirmation.

10.2 Should the client cancel a booking, the client agrees to pay Apex Medical Locums LTD the full notice period at the agreed daily/hourly rate.”

10.3 Notwithstanding the provisions of sub-clause 10.1 the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:

10.3.1 The Contractor is in wilful or persistent breach of its obligations;

10.3.2 The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time:

10.3.3 for any other clinical reason the Contractor proves unsatisfactory to the Client.



10.4 The Employment Business may terminate an Assignment forthwith by notice in writing:

10.4.1 If the Client is in wilful or persistent breach of its obligations under these Terms;

10.4.2 If the Client becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of solvent reconstruction or amalgamation).

10.5 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Contractor supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

## **11. LAW**

11.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.