

CONTRACT FOR THE PROVISION OF LOCUM SERVICES BY A COMPANY PROVIDING LOCUM SERVICES (CPLS)

Name of Pharmacy of (‘The Proprietor’).	Name of Company Providing CPLS of (‘The CPLS’).
Duration:	Fixed Term from to or Rolling Term from until terminated by either party giving two week’s notice in writing.
Proprietor’s Premises (“Pharmacy”):	
Fee:	£..... per hour/per day

CONTRACT FOR SERVICES, WHEREBY IT IS AGREED AS FOLLOWS:

1. Basis of Agreement

1.1 This agreement between the Parties shall be deemed to be the entire agreement between the Proprietor and the CPLS.

2. Duration

2.1 If the agreement is a rolling agreement and cancellation results in existing bookings being cancelled then the provisions of clause 6 will apply.

2.2 The Proprietor may immediately terminate this agreement without notice if the CPLS is in breach of clause 3.2 and the

CPLS may immediately terminate this agreement without notice if the Proprietor is in breach of clause 4.1.

2.3 On termination of this agreement all monies due and owing to the CPLS shall become due and payable.

3. Services and Locum’s Obligations

3.1 During the subsistence of this agreement the Proprietor shall receive from the CPLS and the CPLS shall provide to the Proprietor services of a qualified, registered Pharmaceutical Chemist at the Pharmacy (the “Services”).

3.2 The CPLS:

3.2.1 warrants to the Proprietor that those who are to provide the services are registered Pharmaceutical Chemist(s) and that it is aware of the Proprietor’s statutory and professional obligations as the Proprietor of a pharmacy;

3.2.2 shall [in its discretion] ensure that its Pharmaceutical Chemist(s) spend(s) such periods at the Pharmacy as will ensure that the statutory and professional obligations of the Proprietor referred to in clause 3.2.1 are complied with;

3.2.3 shall ensure that its Pharmaceutical Chemist(s) exercise all professional skill and diligence in the rendering of the Services but shall not be subject to the direction or control of the Proprietor as to the manner in which he/she shall perform such Services; where CPLS has procured the services of a deputy to perform

3.2.4 the Services, will use its reasonable endeavours to ensure that such deputy shall exercise all professional skill and diligence in the rendering of the Services;

shall ensure that its employee(s) render to the Proprietor,

3.2.5 Services as a Pharmaceutical Chemist and matters directly related to the provision of such Services; and shall provide its own protective clothing and shall further

3.2.6 provide its employee(s) with any items of equipment consid-

ered by the CPLS to be necessary for the rendering of the Services, which are not available at the Pharmacy

Proprietor’s Obligations

4. The Proprietor agrees to provide a safe working environment and sufficient properly trained staff as are reasonably necessary for the provision of an acceptable and proper pharmaceutical service and such as is/are necessary in order to comply with all statutory, common-law, legal and ethical requirements of the Royal Pharmaceutical Society of Great

Britain.

4.2 The Proprietor shall permit the CPLS to sub-contract the services which it is contracted herein to provide, to another Pharmacist who will act as his or her Deputy; this clause shall be subject to the Proprietor’s right, for reasonable cause, to refuse to accept the services of a particular Pharmacist Deputy.

Fees and Payment

5. In return for the performance by the CPLS of the agreed Services, the Proprietor shall pay to the CPLS (whether the Services are performed by the CPLS or by a deputy) the gross Fee without any set-off, deduction, counterclaim or any other withholding of monies.

5.2 The Proprietor shall pay the Fees due to the CPLS on or before the last working day of each month, or earlier if so agreed.

Early Cancellation of the Services

6. If the CPLS is unable to provide the Services, it must give as much advance notice to the Proprietor as is reasonably possible. If the CPLS gives less than 14 days’ notice of cancellation, it will attempt to arrange a substitute pharmacist to provide the Services at no extra cost to the Proprietor and the CPLS will be liable for any additional costs incurred by the Proprietor as a result of such cancellation. The amount payable in respect of costs payable by the CPLS under this clause 6.1, shall never exceed [twice] the apportionment of the Fee for the day in question and shall never exceed [three] days’ apportionment of the Fee.

6.2 If the Proprietor cancels a booking prior to the commencement date for the performance of the Services and if no reasonably suitable alternative work can be found by either the Proprietor or the CPLS for its employee(s) for the day(s) in question, then the Proprietor will be liable to pay the CPLS a proportionate

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Proprietor will be liable to pay the CPLS a proportionate amount of the Fee as follows:

- 6.2.1 less than 14 days' notice and more than three days' notice, an amount equal to 50% of the Fee which would have normally been due had the cancellation not been made.
- 6.2.2 less than three days' notice, 100% of the Fee which would have normally been due had the cancellation not been made.

7. Force Majeure

7.1 In the event of an event beyond the CPLS's reasonable control (including but not limited to a natural disaster, act of God, civil disorder, strikes, travel disruption, serious illness or hospitalisation of the CPLS's employee(s) or death of a close relative of the employee(s)) within a period of 14 days or less before a booking is due to be performed, the CPLS or its representative may cancel any bookings without being liable to the Proprietor under clause 6 or otherwise.

8. Limitation of Liability

- 8.1 For the purposes of this clause 8 "Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities.
- 8.2 The CPLS and/or its employee(s) shall have no Liability for defective Services where the defect has been caused or contributed to directly or indirectly by the Proprietor to the extent so contributed.
- 8.3 The CPLS and/or its employee(s) shall have no Liability for any matters which are outside their reasonable control.
- 8.4 The CPLS and/or its employee(s) shall have no Liability to the Proprietor for any:

- 8.4.1 consequential losses;
- 8.4.2 loss of profits and/or damage to goodwill;
- 8.4.3 economic and/or other similar losses; and/or
- 8.4.4 special damages and indirect losses.
- 8.5 The Proprietor shall be under a duty to mitigate any loss, damage, costs or expenses that he/she may suffer.
- 8.6 Nothing in this Contract shall exclude or limit the Liability of the CPLS for death or personal injury due to negligence, or any Liability which is due to the CPLS's fraud, or any other liability which it is not permitted to exclude or limit as a matter of law.

9. General

- 9.1 Nothing in this agreement shall restrict the right of the CPLS to provide Services of the same kind to others, outside the periods of time during which the CPLS has agreed that its employee(s) will provide Services at the Pharmacy.
- 9.2 The CPLS is a body corporate and contracts to perform the Services in this capacity.
- 9.3 The CPLS shall be responsible for and will account to the relevant authorities for income tax liabilities and national insurance or similar contributions in respect of its employees.

9.4 Upon the death of (the) CPLS employee(s) who was/were to provide the Services, the CPLS shall forthwith cease to be responsible for the discharge of any / all duties or services agreed herein, but the Proprietor shall remain liable to the CPLS for all sums due in respect of such duties or services which have already been performed.

9.5 This agreement is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

<p>SIGNED on behalf of the Proprietor</p> <p>.....</p>	<p>SIGNED on behalf of the CPLS</p> <p>.....</p>
<p>DATED this day of 20.....</p>	<p>DATED this day of 20.....</p>