

# CONTRACT FOR SERVICES FOR THE PROVISION OF LOCUM SERVICES

Name of Pharmacy ..... of ..... ..... ..... (‘The Proprietor’).	Name of Locum ..... of ..... ..... ..... (‘The Locum’).
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 shall be deemed to be the entire agreement between the Proprietor and the Locum.

### 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 Locum is in breach of clause 3.3 and the Locum 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 Locum shall become due and payable.

### 3. Services and Locum’s Obligations

3.1 During the subsistence of this agreement the Locum shall provide to the Proprietor services as a pharmaceutical chemist at the Pharmacy (the “Services”).

3.2 The Proprietor shall permit the Locum to sub-contract the Services to another pharmacist who will act as his/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.

3.3 The Locum:

3.3.1 warrants to the Proprietor that he/she is a registered pharmaceutical chemist and that he/she is aware of the Proprietor’s statutory and professional obligations as the Proprietor of a pharmacy;

3.3.2 shall in his/her discretion, spend such periods at the Pharmacy as will ensure that the statutory and professional obligations of the Proprietor referred to in clause 3.3.1 are complied with;

3.3.3 shall exercise all professional skill and diligence in the provision of the Services but shall not be subject to the direction or control of the Proprietor as to the manner in which he/she performs such Services;

3.3.4 where he/she has procured the services of a deputy to perform the Services, will use his/her reasonable endeavours to ensure that such deputy shall exercise all professional skill and diligence in the provision of the Services;

3.3.5 shall not be required by the Proprietor to perform any duties at the Pharmacy in connection with the running or operation of the

Proprietor’s business other than the provision of the Services as a pharmaceutical chemist and matters directly related to the provision of the Services by the Locum; and

3.3.6 shall provide his/her own protective clothing and any items of equipment considered by him/her to be necessary for the provision of the Services, which are not already available at the Pharmacy.

### 4. Proprietor’s Obligations

4.1 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.

### 5. Fees and Payment

5.1 In return for the performance by the Locum of the agreed Services, the Locum shall invoice the Proprietor for the gross Fee on termination of this agreement, or if the duration of the agreement exceeds one month, on a monthly basis.

5.2 The Proprietor shall pay the Locum (whether the Services are performed by the Locum or by a deputy) the gross Fee without any set-off, deduction, counterclaim or any other withholding of monies.

### 6. Early Cancellation of the Services

6.1 If the Locum is unable to provide the Services, he/she must give the Proprietor as much advance notice as is reasonably possible. If the Locum gives less than 14 days’ notice of cancellation, he/she will attempt to arrange for a substitute pharmacist to provide the Services at no extra cost to the Proprietor and the Locum will be liable for any additional costs incurred by the Proprietor as a result of such cancellation. The amount payable by the Locum 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 before the commencement of a booking and if no reasonably suitable alternative work can be found by either the Proprietor or the Locum for the Locum for the cancelled days, the Proprietor will be liable to pay the Locum 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; and

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 If an event beyond the Locum's reasonable control (including but not limited to a natural disaster, act of God, civil disorder, strikes, travel disruption, serious illness or hospitalisation of a Locum or death of a close relative) occurs 14 days or less before a booking is due to be performed, the Locum or his/her representative may cancel any bookings without him/her 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 Locum 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 Locum shall have no Liability for any matters which are outside his/her reasonable control.

8.4 The Locum 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 The Locum's total Liability to the Proprietor shall not exceed the Fee.

8.7 Nothing in this Contract shall exclude or limit the Liability of the Locum for death or personal injury due to his/her negligence or any Liability which is due to the Locum'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 Locum to provide Services of the same kind to others, outside the periods of time during which the Locum has agreed to provide Services at the Pharmacy.

9.2 The Locum is engaged to perform the Services as a self-employed person.

9.3 The Locum shall be responsible for and will account to the relevant authority for income tax liabilities and national insurance or similar contributions in respect of the Fee and any other payments made to the Locum under this agreement.

9.4 Upon the death of the Locum, the Proprietor shall remain liable to the Locum's estate 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 Court.

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