

**CONTRACT FOR SERVICES FOR THE PROVISION OF LOCUM
SERVICES
(RESPONSIBLE PHARMACIST)**

Name of Pharmacy "The Proprietor"	Name of Responsible Pharmacist "The RP"
Duration of Booking	Fixed Term from To..... Or Rolling Term from..... Until terminated by either party giving two week's notice in writing.
Proprietor's Premises "The Pharmacy"	
Fee	£.....per hour/perday
Expenses	

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 RP.

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 RP is in breach of clause 3.3 and the RP may immediately terminate this agreement without notice if the Proprietor is in breach of clause 4.

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

3. Services and RP's Obligations

- 3.1 During the subsistence of this agreement the RP shall provide to the Proprietor services as a pharmaceutical chemist at the Pharmacy the Pharmacy (the "Services").
- 3.2 The Proprietor shall permit the RP to sub-contract the Services to another RP 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 deputy.
- 3.3 The RP:
 - 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 in 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 RP; 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 acknowledges that the RP is responsible for the safe and effective running of the Pharmacy, where medicines are concerned in accordance with The Medicines (Pharmacies) (Responsible Pharmacist) Regulations 2008.
- 4.2 The Proprietor warrants that it will ensure that the RP is able to fulfil his/her obligations as required by statute, common-law and as determined by the Pharmacy Regulator.
- 4.3 The Proprietor will do so by agreeing to provide sufficient numbers of properly trained staff which the RP considers necessary during his/her time spent as RP.
- 4.4 The Proprietor accepts that it is a matter for the RP to determine if the Pharmacy is safe and effective in his/her professional judgment.
- 4.5 The Proprietor warrants that it will not take any punitive action against the RP if he/she raises any issues regarding the safe and effective running of the pharmacy with management, the Superintendent Pharmacist's Office, the Pharmacy Regulator, any Primary Care Organisation, the police or Trade Union.
 - 4.5.1 Such action includes cancelling the Contract or refusing to remunerate the RP for Services delivered, or Services that would have been delivered but for the fact that the Pharmacy was not in the opinion of the RP safe.
- 4.6 The Proprietor agrees that an individual Pharmacist will become the RP at the point that he/she enters their name in the Responsible Pharmacist Record and not prior to their arrival at the Pharmacy. Retrospective signing on is therefore not possible.

- 4.7 If Proprietor agrees that an individual Pharmacist will be able to become RP before their actual arrival at the pharmacy if they are delivering pharmaceutical services elsewhere for example at a Care Home provided that an assessment that the pharmacy is safe and effective can be made by the individual seeking to become the RP.
- 4.8 The Proprietor accepts that if the RP wishes to take a rest break whilst providing the Services he/she will be entitled to take the period that was agreed. Moreover, that this will be both a mental and physical break with the RP signing out with the effect that the RP will no longer be the RP for that period and will become the RP again when he/she signs the Responsible Pharmacist Record again.

5. Fees and Payment

- 5.1 In return for the performance by the RP of the agreed Services, the RP 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 RP 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 RP is unable to provide the Services, he/she must give the Proprietor as much advance notice as is reasonably possible. If the RP gives less than 14 days' notice of cancellation, he/she will attempt to arrange for a substitute RP to provide the Services at no extra cost to the Proprietor and the RP will be liable for any additional costs incurred by the Proprietor as a result of such cancellation. The amount payable by the RP 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 RP for the RP for the cancelled days, the Proprietor will be liable to pay the RP 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 RP's reasonable control (including but not limited to a natural disaster, act of God, civil disorder, strikes, travel disruption, serious illness or hospitalisation of an RP or death of a close relative) occurs 14 days or less before a booking is due to be performed, the RP or his/her 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 RP 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 RP shall have no Liability for any matters which are outside his/her reasonable control.
- 8.4 The RP 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 RP’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 RP for death or personal injury due to his/her negligence or any Liability which is due to the RP’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 RP to provide Services of the same kind to others, outside the periods of time during which the RP has agreed to provide Services at the Pharmacy.
- 9.2 The RP is engaged to perform the Services as a self employed person.
- 9.3 The RP 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 RP under this agreement.
- 9.4 Upon the death of the RP, the Proprietor shall remain liable to the RP’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.

Signed on behalf of the Proprietor Dated thisday of 20.....	Signed on behalf of the Responsible Pharmacist (RP) Dated this.....day of 20.....
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