

Contract for the Provision of Locum Services

Name of Pharmacy:

of

(‘The Proprietor’)

Name of Locum:

of

(‘The Locum’)

Proprietor’s Premises (“Pharmacy”):

Duration:

Fixed Term from _____ to _____ *or*

Rolling Term from _____ until terminated

by either party giving two weeks’ notice in writing

Fee:

£ _____ per hour/per day

1. Basis of Agreement

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

2. Duration

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

2.2 The Proprietor may terminate this agreement with immediate effect if the Locum is in breach of any of the clauses in section 3.3 or the Locum may terminate this agreement with immediate effect if the Proprietor is in breach of any of the clauses in section 4 of this agreement.

2.3 On termination of this agreement all monies due or owing to the Locum shall be paid to the Locum by the Proprietor within a period of 28 days of termination.

2.4 This agreement takes effect from the commencement date of this agreement and shall remain in force unless terminated in accordance with the terms of this agreement and/or by either Party serving at least 14 days’ notice on the other Party.

2.5 To be effective, any termination notice to be given under or in connection with this contract shall be in writing and shall be delivered personally or sent by first class post or email to the other Party.

3. Services and Locum’s Obligations

3.1 During the subsistence of this agreement the Locum shall provide to the Proprietor services as a pharmacist 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 Pharmacist 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 pharmacist and that he/she is aware of the Proprietor’s professional obligations as the Proprietor of a pharmacy as published by the General Pharmaceutical Council from time to time;

3.3.2 shall at 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 his/her 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 Pharmacist Deputy to perform the Services, will use his/her reasonable endeavours to ensure that such Pharmacist Deputy shall exercise his/her professional skill and diligence in the provision of the Services;

3.3.5 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 suitably qualified and skilled staff as are reasonably necessary for the provision of a safe and effective pharmaceutical service and such as is/are necessary in order to comply with all statutory, common-law, legal and ethical requirements of the Pharmacy Regulator.

4.2 The Proprietor shall not require the Locum 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 Pharmacist.

4.3 The Proprietor warrants that it will ensure that the Locum is able to fulfil his/her obligations as required by statute, common-law and as determined by the Pharmacy Regulator.

4.4 The Proprietor will do as set out in clause 4.3 by agreeing to provide sufficient numbers of properly trained staff which the Locum considers necessary during his/her time spent as Locum.

4.5 The Proprietor accepts that it is a matter for the Locum to determine if the Pharmacy is safe and effective in his/her professional judgment.

4.6 The Proprietor warrants that it will not take any punitive action against the Locum 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 NHS organisation, the police or his or her defence association or Trade Union.

4.6.1 Such action includes cancelling the Contract or refusing to remunerate the Locum for Services delivered, or Services that would have been delivered but for the fact that the Pharmacy was not in the opinion of the Locum safe.

- 4.7** If the Proprietor and the Pharmacist agree that the Pharmacist will work as the Responsible Pharmacist, the Proprietor agrees that the Pharmacist will become the Responsible Pharmacist only at the point that he/she enters their name in the Responsible Pharmacist Record and not prior to his or her arrival at the Pharmacy. Retrospective signing on as the Responsible Pharmacist is not possible and will not be expected by the Proprietor.
- 4.8** If Proprietor and the Pharmacist agree that the Pharmacist will be able to become Responsible Pharmacist for a Period of Time before his or her actual arrival at the pharmacy, for example if the Pharmacist is delivering pharmaceutical services elsewhere such as at a Care Home prior to his or her arrival at the pharmacy, this agreement will only have effect provided that the Pharmacist has been able to make an assessment in advance of entering the agreement to his or her satisfaction that the pharmacy is likely to be operating lawfully, safely and effectively during the Period of Time in question.
- 4.9** Save as is reasonable, the pharmacist shall have no responsibility for the events occurring at the pharmacy prior to his or her arrival.
- 4.10** The Proprietor accepts that if the Locum wishes to take a rest break whilst providing the Services he/she will be entitled to take the period that was agreed. Moreover, the Proprietor agrees that this will be both a mental and physical break with the Locum signing out as the Responsible Pharmacist (where he or she was signed in) with the effect that the Locum will no longer be the Responsible Pharmacist for that period and will become the Responsible Pharmacist again when he/she signs the Responsible Pharmacist Record again.

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 Pharmacist Deputy) the gross Fee without any offset, 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 Deputy 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 within the 14 days prior the commencement of the booking and if no reasonably suitable alternative work can be found by either the Proprietor or the Locum for the cancelled day(s) in question, the Proprietor will be liable to pay the Locum a proportionate amount of the Fee as follows:
- 6.2.1** If the Proprietor gives 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** If the Proprietor gives less than three days' notice, 100% of the Fee, which would have normally been due had the cancellation not been made.

SIGNED on behalf of the Proprietor

DATE

DD / MM / YYYY

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 within a period of 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 authorities 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 must be interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

SIGNED on behalf of the Locum

DATE

DD / MM / YYYY