1.1 SECTION 1: GENERAL TERMS & CONDITIONS

MEDICAL LOCUMS GROUP TERMS OF BUSINESS FOR THE SUPPLY OF RECRUITMENT SERVICES

FOR TEMPORARY WORKERS, CONSULTANCY SERVICES & PERMANENT STAFF

1.1.3 In these Terms of Business the following definitions shall apply:

"Assignment" means the relevant temporary assignment agreed between MLG and the Client pursuant to which the Candidate is to supply services to the Client;

"Candidate" means the individual and/or Consultant who is supplied or introduced to the Client for an Assignment or Role;

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Candidate is supplied or introduced;

"Conduct Regulations" mean The Conduct of Employment Agencies and Employment Business Regulations 2010;

"Confidential Information" means all information disclosed to one party to the other under these Terms of Business which the receiving party has been informed is confidential or which the receiving party ought reasonably to comprehend that the disclosing party would regard as confidential. Confidential Information shall include without limitation information relating to each party's business, but shall exclude information which:

a) was public knowledge or already known to the recipient at the time of disclosure;

b) subsequently became public knowledge other than by breach of these Terms of Business;

c) subsequently comes lawfully into the possession of the recipient from a third party;

d) is agreed by the parties not to be confidential or to be disclosed;

"Consultancy" means the company introduced to the Client by MLG (and save where otherwise indicated includes any officer, employee or representative of the Consultancy and any third party to whom the provision of consultancy services is sublet or assigned with the prior approval of MLG and the Client);

"Engage/Engaged/ "Engagement" means the engagement, employment or use of the Candidate by the Client or any third party directly 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; directly or through a limited company of which the Candidate is an officer or employee which results from an introduction;

"Engagement Fee" means the fee payable to MLG prior to commencement of work leading to an introduction in accordance with Section 3 Clause 10 below;

"Introduction" means (i) the Client's interview of a Candidate in person or by telephone, following the Client's instruction to MLG to supply a Candidate; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Candidate and which leads to an Engagement of that Candidate;

"Mandatory" means requirements stipulated by the Client that are essential to the performance of the Assignment or Role;

"Placement Fee" means the fee payable in accordance with Section 3 Clause 10 below;

"Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earning, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client or any third party;

"Relevant Period" means the later of fourteen (14) weeks from the first day on which the Candidate was supplied by MLG to work for the Client, or eight (8) weeks from the day after the Candidate was last supplied by MLG to the Client;

"Role" means the position the Client is seeking to fill;

"MLG" means Medical Locums Group Limited (company number 00936368B), a company incorporated in England & Wales whose registered office is at Suite 2.5, Challenge House, Sherwood Drive, Milton Keynes, MK3 6DP;

"Services" means the introduction to the Client and/or provision of Candidates to the Client;

"Terms of Business" means these terms and conditions;

"Transfer Fee" means the fee payable in accordance with clause 9 in Section 2;

1.2 Unless the context otherwise requires, references to the singular include the plural.

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

2. THE CONTRACT

2.1 In the absence of a signed acceptance by the Client of these Terms of Business, these Terms of Business shall be deemed to constitute the contract between MLG and the Client in the event that:

2.1.1 MLG receives e-mail confirmation of agreement to these Terms of Business; or

2.1.2 MLG has effected an introduction of a Candidate to the Client; or

2.1.3 the Client Engages a Candidate; or

2.4 For the supply of temporary workers and consultancy services these Terms of Business, MLG acts as an employment business as defined within the Conduct Regulations. Candidates supplied by MLG on a temporary basis are engaged under contracts for services or consultancy agreements. They are not the employees of the Employment Business.

SECTION 2: SPECIFIC TERMS & CONDITIONS FOR THE SUPPLY OF TEMPORARY WORKERS AND CONSULTANCY SERVICES 1: PAYMENT AND CHARGES

3.1 The Client agrees to pay such hourly charges of MLG as shall be notified to and agreed with the Client. The hourly charges comprise of the Candidate's pay and MLG's commission calculated as a percentage of the Candidate's pay, employer's National Insurance contributions, contribution to statutory costs including holiday contributions pursuant to the Working Time Directive and any travel, hotel or other expenses as may have been agreed with the Client and, if there is no such agreement, such expenses as are reasonable.

3.2 The charges are invoiced to the Client on a weekly basis for all of the hours worked by the candidate (to the nearest quarter hour) in areas and are payable within twenty one (21) days of the invoice date.

3.3 All amounts payable by the Client to MLG under these Terms of Business are exclusive of value added tax which, where applicable, shall be paid in addition.

3.4 MLG reserves the right to vary or increase its charges for Services where this is necessary to ensure compliance with the Agency Workers Regulations 2010. The amended charge rate shall be effective upon the Client being given thirty (30) days written notice stating the cause and manner of calculation of the new charge.

3.5 MLG reserves the right to terminate any and all agreements subject to these Terms of Business, without prejudice to its rights, in the event of non-payment or other breach by the Client of any of these Terms of Business.

4. SUITABILITY CHECKS

4.1 MLG endeavours to ensure the suitability of Candidates introduced to the Client to work on the Assignment by taking reasonably practicable steps to:

4.1.1 ensure that it would not be detrimental to the interests of either the Client or the Candidate;

4.1.2 ensure that both the Client and Candidate are aware of any requirements imposed by law or any professional body; and

4.1.3 confirm that the Candidate is willing to work on the Assignment.

4.2 Where a Candidate is required by law or any professional body to have any qualifications or authorisations to work on the Assignment, or the Assignment involves working with any Vulnerable Persons (as defined in regulation 2 of the Conduct Regulations), MLG will take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations and two references and to confirm that the Candidate is suitable for the Assignment. If MLG is unable to fully comply with these requirements, it shall inform the Client of the steps it has taken to supply the necessary information.

5. YOUR OBLIGATIONS

5.1 Upon making a request for a Candidate the Client shall provide to MLG sufficient and accurate information, including any Mandatory requirements, to enable MLG to select suitable and appropriate Candidates and to fulfill its obligations as an employment business, including: 5.1.1 details of the position to be filled and the nature of the work;

5.1.2 the commencement date and the duration or likely duration of the Engagement;

5.1.3 the location and hours of work;

5.1.4 any health and safety issues and steps taken by the Client to prevent or control any risks and any health and safety matters which MLG is required to inform the Candidate about;

5.1.5 details of Mandatory experience, training, qualifications or other authorisations the Candidate must possess in order to fulfill the Assignment;

5.1.6 any requirements imposed by law or by any professional body, which must be satisfied if the Candidate is to fill the Assignment;

5.1.7 any other relevant information that may affect MLG’s nomination of a Candidate, or the Candidate’s decision to accept the Assignment offered;

5.1.8 information about any expenses that will have been paid by, or paid to, the Candidate;

5.1.9 full and correct information as to the relevant terms and conditions (within the meaning of reg 6C) of the Agency Workers Regulations 2010) that any Candidate supplied for the Assignment would enjoy if they had been recruited as an employee of the Client as at the start date of the Assignment (where applicable);

5.2 The Client shall assist MLG in complying with the duties applicable to an employment business under the Working Time Regulations and Agency Workers Regulations 2010 (the “Regulations”) by supplying any relevant information about the Assignment requested by MLG and the Client will not do anything to cause MLG to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Candidate for more than forty eight (48) hours in any week, the Client must notify MLG of this requirement before the commencement of that week.

5.3 The Client shall comply with all obligations it may have towards the Candidate under reg 12 and reg 13 of the Agency Workers Regulations 2010. If the Client does not comply with its obligations under the Agency Workers Regulations 2010 it must immediately provide MLG with written notice and must state the reasons why.

5.4 Notwithstanding clause 4 and regardless of any statutory obligation on MLG, the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the Assignment. The Client is liable for:

5.4.1 taking any up references provided by the Candidate before Engaging the Candidate;

5.4.2 checking the Candidate’s right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
10. Where the amount of the actual Remuneration is not known, MLG will charge a Placement Fee calculated in accordance with clause 10.5 on the minimum level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied by the Candidate before the engagement, or the said year, no refund of part of the said Placement Fee will be required to be paid by MLG.

10.6 Scale fees that shall apply:

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10.7 Where the amount of the actual Remuneration is not known, MLG will charge a Placement Fee calculated in accordance with clause 10.5 above becomes payable with no entitlement to any refund.

10.8 MLG endeavours to check with the Candidate that they have not been introduced to the Client within the previous six (6) months. Where it is identified that they have been introduced for an alternative position this will be disclosed, and the status of the introduction highlighted. In the event that the Candidate contests MLG’s introduction, the Candidate must notify MLG in writing within seven (7) days of the date of MLG’s introduction of the particular Candidate. The Candidate agrees that it has not, within three (3) business days of a first Introduction, notified MLG that the Candidate has already been introduced into the Client’s recruitment process from an alternative source prior to that first Introduction by MLG, the Candidate will be deemed not to be known to the Client for the purposes of the Placement Fee.

11. REFUNDS

11.1 In order to qualify for the refund set out in clause 11.2, the Client must pay the Placement Fee to within twenty one (21) days of the date of invoice and must notify MLG in writing of the termination of the Engagement within seven (7) days of its termination.

11.2 If for reasons other than the death of the Candidate the Candidate terminates employment before the expiry of ten (10) weeks from the commencement of the Engagement, a refund of ten per cent (10%) will be allowed against the Placement Fee for each complete week of the initial ten (10) week period not worked by the Candidate. If the Client re-engages the Candidate within six (6) calendar months from the date of termination of the first Engagement, the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

11.3 In no circumstances will MLG refund any of the Placement Fee to the Client in the event that the Client contests MLG’s introduction of the Candidate to the Client in the event that the Candidate terminates the Engagement, the ability or suitability of the Candidate engaged has already been proven, or in any event if the Candidate leaves after the tenth week of the Engagement. For the avoidance of doubt MLG shall not refund and in any event the Client shall pay the full payment of the Placement Fee to MLG pursuant to clause 10 even if the project or purpose for which the Candidate was engaged subsequently ceases.

12. PAYMENT AND CHARGES

12.1 All amounts payable to the Client by MLG under these Terms of Business are exclusive of value added tax which, where applicable, shall be paid in addition.

12.2 MLG reserves the right to set off any overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

12.3 The Client agrees to indemnify MLG against all costs and expenses incurred in recovering monies due from the Client.

12.4 Should the Client dispute all or part of an invoice, the undisputed part shall be paid without prejudice to the provisions for the accrual of interest on unpaid invoices in accordance with clause 12.2 above.

12.5 All amounts due under this agreement shall be paid to MLG in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as provided by law).

12.6 MLG reserves the right to terminate any and all agreements subject to these Terms of Business, without prejudice to its rights, in the event of non-payment or other breach by the Client of any of these Terms of Business.

13. SUITABILITY CHECKS

13.1 MLG endeavours to ensure the suitability of Candidates Introduced to the Client to work in the Role by taking reasonably practicable steps to:

13.1.1 ensure that it would not be detrimental to the interests of either the Client or the Candidate;

13.1.2 ensure that both the Client and Candidate are aware of any requirements imposed by law or any professional body; and

13.1.3 confirm that the Candidate is willing to work in the Role.

13.2 Where a Candidate is required by law or any professional body to have any qualifications or authorisations to work in the Role, or the Role involves working with any Vulnerable Persons (as defined in regulation 2 of The Conduct of Employment Agencies and Employment Business Regulations 2003), MLG will take all reasonably practicable steps to obtain, and offer to provide, copies of, any relevant qualifications or authorisations and two references and to confirm that the Candidate is suitable for the Role. If MLG is unable to fully comply with these requirements, it shall inform the Client of the steps it has taken to supply the requisite information.
14. YOUR OBLIGATIONS

14.1 Upon making a request for a Candidate, the Client shall provide to MLG sufficient and accurate information, including any mandatory requirements, to enable MLG to seek suitable and appropriate Candidates and to fulfil its obligations, including:

14.1.1 details of the position to be filled and the nature of the work;
14.1.2 the commencement date and the duration or likely duration of the Engagement;
14.1.3 the location and hours of work;
14.1.4 any health and safety issues and steps taken by the Client to prevent or control any risks and any health and safety matters which MLG is required to inform the Candidate about;
14.1.5 details of any work experience, training, qualifications or other authorisations the Candidate must possess in order to fulfil the Role;
14.1.6 any requirements imposed by law or by any professional body which must be satisfied by the Candidate in order to fill the Role;
14.1.7 any other relevant information that may affect MLG's nomination of a Candidate, or a Candidate's decision to accept the role offered;
14.1.8 the maximum rate of Remuneration, expenses and any other benefits that would be offered (where applicable) to the Role;
14.1.9 the intervals of payment of Remuneration (where applicable); and
14.1.10 the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client (where applicable).

14.2 Notwithstanding clause 13 and regardless of any statutory obligation on MLG, the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the Role. The Client is responsible for:

14.2.1 taking any references provided by the Candidate before engaging the Candidate;
14.2.2 checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
14.2.3 the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
14.2.4 satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.

14.3 The Client warrants that any information provided in accordance with this clause 14 is full and accurate.

SECTION 4: GENERAL TERMS & CONDITIONS FOR THE SUPPLY OF TEMPORARY WORKERS AND CONSULTANCY SERVICES AND FOR THE SUPPLY OF PERMANENT STAFF: LIABILITY

15.1 The Client agrees to comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act 1974, Agency Workers Regulations 2010, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Candidates during all Assignments.

15.2 MLG shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Candidate arising from or in any way connected with any work undertaken by the Candidate or from the Regulation of Remuneration, expenses or any other benefits that would be offered (where applicable) to the Candidate or from any Assignment from or any failure to provide any Candidate for all or part of the period of a temporary booking.

15.3 MLG shall not be liable for any loss, expense, damage or costs which may be suffered or incurred by the Client arising from or in any way connected with any failure on the part of the Client to perform the Assignment for any negligence (whether wilful or otherwise), dishonesty, fraud, acts or omissions, or misconduct of a Candidate or for the quality of services provided by a Candidate whosoever arising.

15.4 Notwithstanding clauses 15.2 and 15.3, MLG does not exclude liability for death or personal injury arising from its own negligence.

15.5 The Client shall indemnify and keep indemnified MLG against any costs, claims, damages or expenses incurred by MLG arising out of any Engagement or the Client's failure to comply with its obligations under these Terms of Business or as a result of any breach of the Client of these Terms of Business.

16. FORCE MAJEURE

16.1 MLG shall not be in breach of this Terms of Business nor liable for any failure or delay in performance of any obligations under these Terms of Business arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Events"). Force Majeure Event shall include, but be subject to, any legal dispute such as strikes, industrial action or lockouts, terrorist attack, civil war, civil commotion or riots, acts of god, or interruption or failure of utility service.

17. TERMINATION

17.1 Either party may terminate an Assignment at any time by giving to the other party 24 hours prior written notice.

17.2 Either party may terminate these Terms of Business immediately by giving written notice to the other party if:

17.2.1 the other party commits a material breach of any of the terms of these Terms of Business and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
17.2.2 the other party suspends or ceases carrying on its business or suspends, or threatens to suspend, payment of its debts or is unable to pay its debts or it goes into liquidation or enters into an arrangement with creditors or has a receiver or an administrator appointed.

17.3 The Client may terminate an Assignment immediately by giving written notice to MLG where:

17.3.1 the Client reasonably considers that the services of the Candidate are unsatisfactory; or
17.3.2 the Candidate is grossly incompetent, guilty of gross misconduct and/or any serious or persistent negligence.

17.4 In the event that the Client wishes to terminate an Assignment pursuant to clause 17.3, the Client may terminate the Assignment either by instructing the Candidate to leave the Assignment immediately, or by directing MLG to remove the Candidate. MLG may, in its sole discretion, reduce or cancel the charges for the work completed by that Candidate, provided that the Assignment terminates:

17.4.1 Within four (4) hours of the Candidate commencing the Assignment where the booking is for more than seven (7) hours; or
17.4.2 Within two (2) hours for bookings of seven (7) hours or less; and also provided that notification of the unsuitability of the Candidate is confirmed in writing to MLG within forty eight (48) hours of the time at which the Client's decision to terminate the Assignment is communicated to MLG.

17.5 The Client may not terminate the Assignment solely for the reason of a Candidate's absence due to illness or injury unless such illness or injury prevents the Candidate from performing their obligations pursuant to these Terms of Business to the Client for a consecutive period of one (1) whole week (i.e. five (5) working days) or for an aggregate period of two (2) weeks (i.e. ten (10) working days) in any period of twelve (12) calendar months.

17.6 If the Candidate is not required to perform services for the Client during the termination notice period the Client shall pay MLG as though the Candidate was providing services for forty (40) hours per week during the notice period.

17.7 The Client shall notify MLG immediately and without delay and in any event within twenty four (24) hours of the Candidate failing to attend work or notifies the Client that the Candidate is unable to attend work for any reason.

17.8 MLG shall notify the Client immediately if it receives or otherwise obtains information which it reasons is likely to change the provision of the Services. Nothing in this clause shall limit or exclude any liability for fraud.

17.9 If any provision of these Terms of Business is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed not to form part of the Terms of Business, and the validity and enforceability of the other provisions shall not be affected. Any provision which is found invalid, illegal or unenforceable, shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17.10 The Client may not assign, sublicense or otherwise transfer any agreement governed by these Terms of Business or any rights or obligations hereunder whether in whole or in part.

17.11 The Client and MLG agree that any rights accruing to any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 shall be excluded in any event.

17.12 Nothing in these Terms of Business shall constitute a partnership or joint venture between the parties.

17.13 These Terms of Business are governed by the law of England & Wales and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England & Wales.