

TERMS OF ENGAGEMENT LIMITED COMPANY CONTRACTORS

March 2017

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PART 1

DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this Part 1 apply throughout these terms of engagement including the Appendices (unless the context requires otherwise).

Assignment: the temporary services to be carried out by the Consultant Company for the Interact Client, as more particularly described in Part 2, clause 2 and in the Booking Placement Form at Appendix 1.

Booking Placement Form: written confirmation of the details of a particular Assignment to be given to the Agency Worker/Consultant Company on acceptance of that Assignment, attached at Appendix 1.

Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

Business of Interact Medical: Medical recruitment agency acting as an employment business in relation to the Introduction and supply of the Consultant Company to the Interact Client.

Calendar Week: any 7 day period beginning on a Sunday during which the Agency Worker/Consultant Company works on an assignment is counted as a calendar week regardless of whether the Agency Worker/Consultant Company works the whole or part of that week.

Candidate: an applicant for permanent, temporary or contract employment (whether employment through a service company or otherwise) who has at any time been registered with the Company or any Group Company.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Conduct Regulations 2003: the Conduct of Employment Agencies and Employment Business Regulations 2003 (*SI 2003/3319*).

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Interact Client, Interact Medical or any Group company for the time being confidential to the Interact Client, Interact Medical or any Group company and trade secrets including, without limitation, technical data, records, software, programs and know-how relating to the business of the Interact Client or Interact Medical or of any Group company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation) recruitment consultant terms of business, pay rates, compliance reports, booking placement forms, weekly service records and including (but not limited to) information that the Consultant Company creates,

develops, receives or obtains in connection with the Assignment, whether or not such information (if in anything other than oral form) is marked confidential.

Consultant Company: a personal service company or other business entity through which the Consultant Company provides the Interact Locum Services.

Demand: any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding.

Director: A person who is registered as a director of Interact Medical Limited on the Companies House register.

Engage: the employment of an Consultant Company or the engagement directly or indirectly through any employment business other than through Interact Medical (whether for a definite or indefinite period) of an Consultant Company as a direct result of any Introduction or Assignment to the Interact Client and the term “Engaged” shall be construed accordingly.

Group Company: in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.

Insurance Policies: professional indemnity insurance cover.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Interact Client: the Trust, hospital, partnership, company or Group company, including all departments and sites, (as the case may be) to whom the Consultant Company’s services are supplied.

Interact Locum Services: the medical, dental or other health professional services to be provided by the Consultant Company to the Interact Client.

Interact Medical: Interact Medical Limited incorporated and registered in England and Wales with company number 3082906 whose registered office is at Metropolitan House, 321 Avebury Boulevard, Milton Keynes, Buckinghamshire, MK9 2GA.

Intermediary Company: a managed service company or other business entity through which the Consultant Company provides the Interact Locum Services.

Introduce: the provision to the Interact Client of information by Interact Medical by way of a curriculum vitae or in such format as the Interact Client may from time to time require which identifies the Agency Worker/Consultant Company and “Introduction” and “Introduced” shall be construed accordingly.

Introduction Fee: a fee payable by the Interact Client to Interact Medical in the circumstances set out in Part 2, clause 3.1.

Key Employee: any person who immediately prior to the termination of an Assignment was a recruitment consultant, manager of Interact Medical.

Locum Doctor: the individual introduced and supplied by Interact Medical to the Interact Client to provide the Interact Locum Services to the Interact Client and who is named in the Interact Medical Registration Form and any employment business or intermediary or other business through which that person's services are provided.

Model: the third party direct engagement service to whom the AgencyWorker/Consultant Company is introduced.

NIC: the appropriate class of National Insurance contributions (as determined by Interact Medical) at the current relevant rate.

PAYE: The Pay As You Earn (PAYE) system used by Interact Medical to deduct tax and national insurance contributions from wages or occupational pension before paying the wages or pension.

Rate of Pay: the rate of pay as set out in The Booking Placement Form. Such rate will be paid for each hour worked during an Assignment (to the nearest quarter hour) weekly in arrears, subject to any deductions that the Employment Business is required to make by law and to any deductions which the Consultant Company has specifically agreed can be made. Where the Consultant Company is engaged via a VAT Model, the rate of pay will be paid to the Consultant Company directly by the Interact Client.

Relevant Period: shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2003

Subsidiary and Holding Company: in relation to a company, "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee.

Substitute: a substitute engaged by the Consultant Company and/or the Consultant Company and/or the Intermediary Company under the terms of Part 2, clause 2.5.

Taxation Legislation: Section 44, Sections 61A to 61J and 688A and Chapter 8 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003, Section 164A of the Income Tax (Trading and Other Income) Act 2005, the Social Security Contributions (Managed Service Companies) Regulations 2007, the Social Security Contributions (Intermediaries) Regulations 2000, Social Security (Contributions) Regulations 2014.

Temporary Work Agency: shall have the meaning set out in regulation 4(1) of the AWR 2010.

Termination Date: the date of termination of this agreement, howsoever arising.

VAT: Value Added Tax at the current relevant rate.

Vulnerable Person: shall have the meaning set out in regulation 2 of the Conduct Regulations 2003.

Weekly Service Record: a time sheet as set out at Appendix 2 (or in any other format required by Interact Medical or the Interact Client) indicating the number of hours worked during the preceding week (or such lesser period), including any expenses or disbursements as agreed in the Booking Placement Form and signed by an authorised representative of the Interact Client.

WTR 1998: the Working Time Regulations 1998 (*SI 1988/1833*).

- The headings in this agreement are inserted for convenience only and shall not affect its construction.
- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- A reference to a “company” shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

PART 2

GENERAL TERMS AND CONDITIONS

1. THE AGREEMENT AND STATUS

- 1.1 Interact Medical shall engage the Consultant Company shall make him/herself/the Consultant Company available to the Interact Client to provide the Interact Locum Services on the terms of this agreement.
- 1.2 Where the Consultant Company is engaged via a VAT model, Interact Medical acts as an introducer for the purposes of introducing the Consultant Company to the VAT model and shall make available to the Model the Consultant Company to provide the Interact Locum Services on the terms of this agreement. (See also Terms of Engagement – VAT Model)
- 1.3 These terms set out the entire agreement between Interact Medical and the Consultant Company for the supply of services to the Interact Client and shall govern all Assignments undertaken by the Consultant Company (including, for the avoidance of doubt, where the Consultant Company undertakes an Assignment without having signed these terms). No contract shall exist between Interact Medical and the Consultant Company between Assignments.
- 1.4 For the avoidance of doubt, this agreement constitutes a contract for the provision of services and not a contract of employment between either Interact Medical and the Consultant Company or the Consultant Company and the Interact Client.
- 1.5 Nothing in this agreement shall render the Consultant Company an employee, worker, agent or partner of the either Interact Medical or the Interact Client. The Consultant Company shall not hold themselves out as an employee or worker of either Interact Medical or the Interact Client.
- 1.2 In the event that any person should seek to establish any liability or obligation on Interact Medical or the Interact Client on the grounds that the Consultant Company is an employee or worker of Interact Medical or the Interact Client, the Consultant Company agrees that any liabilities of an employer arising out of an Assignment shall be the liabilities of the Consultant Company and it shall upon demand indemnify Interact Medical and keep it indemnified in respect of any such liability or obligation and any related losses which Interact Medical incurs.
- 1.6 For the purposes of the Conduct Regulations 2003, Interact Medical acts as an employment business in relation to the Introduction and supply of the

Consultant Company to the Interact Client. The Consultant Company warrants that it/he/she has not opted out of the Conduct Regulations 2003.

2. ASSIGNMENTS

- 2.1 Interact Medical will endeavour to obtain suitable Assignments for the Consultant Company (either directly with the Interact Client or via the Model where appropriate) to perform the type of Interact Locum Services specified in the Booking Placement Form.
- 2.2 Interact Medical is not obliged to offer an Assignment to the Consultant Company and the Consultant Company shall not be obliged to accept any Assignment offered by Interact Medical.
- 2.3 The Consultant Company acknowledges that the nature of temporary work means that there may be periods when no suitable work is available. The Consultant Company agrees that suitability of an Assignment shall be determined solely by Interact Medical and that Interact Medical shall incur no liability to the Consultant Company should it fail to offer Assignments of the type of work specified in the Booking Placement Form or any other work.
- 2.4 Any variation of the assignment, including, in particular, a variation to working hours or rate of pay, agreed directly between the Consultant Company and the Interact Client will not be valid unless written confirmation is received by Interact Medical from the Interact Client.
- 2.5 At the absolute discretion of the Interact Client or Interact Medical and if permissible by the relevant procurement documentation, where the Consultant Company allocated to a particular Assignment is unable to undertake or continue with that Assignment, the Consultant Company may, with the prior written approval of Interact Medical or the Interact Client and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services on its/his behalf, provided that the Substitute shall be required to enter into direct undertakings with Interact Medical, including with regard to confidentiality. If Interact Medical accepts the Substitute, the Consultant Company shall continue to invoice Interact Medical in accordance with Part 2, clause 5 and shall be responsible for the remuneration of the Substitute. For the avoidance of doubt, the Consultant Company will continue to be subject to all duties and obligations under this agreement for the duration of the appointment of the Substitute.

3. TEMPORARY TO PERMANENT

- 3.1 The Consultant Company acknowledges that Interact Medical will be entitled to charge the Interact Client the Introduction Fee where:

- (a) the Interact Client Engages the Consultant Company within the Relevant Period; or
 - (b) the Interact Client introduces the Consultant Company to a third party (other than another employment business) who subsequently Engages the Consultant Company within the Relevant Period.
- 3.2 The Introduction Fee will not be payable in the circumstances described in Part 2, clause 3.1(a) if the Interact Client agrees to extend the period of the Assignment for a 12 week period starting from the day after the last day that the Consultant Company worked for the Interact Client at the end of which the Consultant Company may be Engaged by the Interact Client without further charge.

4. CONSULTANT COMPANY'S OBLIGATIONS

- 4.1 The Consultant Company is not obliged to accept any Assignment offered by Interact Medical. If the Consultant Company does accept an Assignment, the Consultant Company shall on its own part and, where relevant, will procure that the Consultant Company shall:
 - (a) Provide Interact Medical as soon as possible with original or certified copies of:
 - (i) identification documentation and, if appropriate, evidence of the Locum Doctor's right to work and to remain in the UK;
 - (ii) the Locum Doctor's medical qualifications;
 - (iii) the Locum Doctor's General Medical Council or other certification;
 - (iv) the Locum Doctor's hepatitis B, hepatitis C and HIV certification;
 - (v) the Locum Doctor's professional indemnity insurance documentation;
 - (vi) where relevant, the Consultant's Company's Certificate of Incorporation;
 - (vii) where relevant, documentation to show that the Locum Doctor is a director/owner and shareholder of the Consultant Company;
 - (viii) where relevant, the Consultant Company's Share Certificate;
 - (ix) where relevant, evidence of VAT registration;
 - (x) such other information required by the Interact Client or by Interact Medical or by the Model or by any statutory regime framework agreements or other obligation.

Please note that unless and until the above items are provided, Interact Medical is unable to introduce your details to any Interact Client.

- (b) co-operate with Interact Medical and/or the Interact Client's reasonable instructions and accept the direction and supervision of any responsible person in the Interact Client's organisation;
- (c) observe any relevant rules and regulations of the Interact Client's organisation (including normal hours of work) of which the Consultant Company been informed or of which the Consultant Company should be reasonably aware;
- (d) co-operate with Interact Medical in the completion and renewal of all mandatory checks (whether of a compliance or other nature), including in relation to the Consultant Company's right to work in the United Kingdom;
- (e) where the Assignment involves working with any Vulnerable Persons, provide Interact Medical with copies of any relevant qualifications or authorisations including an up-to-date Disclosure and Barring Service certificate and two references which are from persons who are not related to the Consultant Company;
- (f) take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the Assignment and comply with the health and safety policies of the Interact Client;
- (g) not engage in any conduct detrimental to the interests of Interact Medical or the Interact Client;
- (h) comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Assignment and applicable to the Interact Client's business, including without limitation, any equal opportunities or non-harassment policies.

4.2 If the Consultant Company does not provide the information requested at Part 2, clause 4.1 (a) above, the Consultant Company agrees that Interact Medical will have the right to terminate any Assignment already offered even where the Assignment has been accepted by the Consultant Company.

4.3 If the Consultant Company is unable for any reason to provide the Interact Locum Services/attend work during the course of an Assignment, the Consultant Company shall advise Interact Medical of that fact as soon as reasonably practicable and, if possible, they should first inform Interact Medical at least one hour (or within such other period required under any framework agreement or other documentation) before their normal start time or the start time of their next shift. If this is not possible, the Consultant Company should inform the Interact Client and then Interact Medical as soon

as possible. For the avoidance of doubt, no fee shall be payable in accordance with Part 2, clause 5 in respect of any period during which the Consultant Company is not working on the Assignment.

- 4.4 If, either before or during the course of an Assignment, the Consultant Company becomes aware of any reason why the Consultant Company may not be suitable for an Assignment, the Consultant Company shall notify Interact Medical without delay.
- 4.5 The Consultant Company agrees that it is their sole responsibility to:
- (a) ensure that there is professional indemnity insurance in place which covers the Consultant Company in full against all and any risks and which fully complies with any obligations and duties set down by the Consultant Company's relevant regulatory body and Interact Medical bears no liability in this respect;
 - (b) notify Interact Medical immediately if there is any change to the Consultant Company's GMC status or any pending investigation concerning the Consultant Company or any GMC investigation is commenced against the Consultant Company either before or during the Assignment. In respect of any GMC investigation, the Consultant Company agrees to co-operate fully with any investigation and consent to Interact Medical providing all and any information requested to any investigatory body.
- 4.6 The Consultant Company agrees that if Interact Medical suffers a loss as a result of a breach of the obligations in this Part 2, clause 4, Interact Medical shall be entitled to recover such losses from the Consultant Company.

5. FEES AND INVOICING

- 5.1 On the last working day of each Calendar Week during the Assignment or at the end of the Assignment, whichever is the earlier, the Consultant Company shall submit to Interact Medical an invoice (plus VAT, if applicable), together with a properly authorised Weekly Service Record for the Interact Locum Services provided by the Consultant Company during that week.
- 5.2 In consideration of the provision of the Interact Locum Services during the Assignment and subject to Part 2, clause 8.1, Interact Medical shall pay each invoice submitted by the Consultant Company without unreasonable delay.
- 5.3 Where the Consultant Company fails to submit a properly authorised Weekly Service record, any payment due to the Consultant Company may be delayed while the Interact Medical investigates (in a timely fashion) what hours, if any, were worked by the Consultant Company and are approved by the Interact Client. Interact Medical shall make no payment to the Consultant Company for hours not worked or where the Consultant Company has not complied with

the requirement of this agreement in respect of the provision of information and/or Weekly Service Records as set out at Part 2, clause 7.3.

- 5.4 Interact Medical shall be entitled to deduct from the fees (and any other sums) due to the Consultant Company any sums that the Consultant Company may owe to Interact Medical or any Group Company at any time.
- 5.5 Payment in full or in part of the fees claimed by the Consultant Company or any expenses claimed under Part 2, clause 6 shall be without prejudice to any claims or rights of Interact Medical or any Group Company against the Consultant Company in respect of the provision of the Interact Locum Services.
- 5.6 The Consultant Company is not entitled to receive payment from Interact Medical or the Interact Client for time not spent working on the Assignment, whether in respect of holidays, illness or absence for any other reason, unless otherwise agreed.
- 5.7 Where an Assignment is terminated in accordance with Part 2, clause 11.1 the Assignment shall cease with immediate effect and without liability to the Consultant Company even where this is earlier than the finish date stated in the Booking Placement Form. The Consultant Company will not be entitled to payment for any remaining term of the Assignment, except for payment for work done up to the date of termination of the Assignment, in accordance with Part 2, clause 11.3.
- 5.8 Where an Assignment is cancelled in accordance with Part 2, clause 11.2, the Consultant Company will not be entitled to any payment except to the extent that the Interact Client makes any payment in respect of fees to Interact Medical.
- 5.9 Interact Medical reserves the right to charge and deduct an administrative fee of 0.75% of the total invoice amount (exclusive of VAT) or higher appropriate rate to cover any administrative costs, such as payroll and other accounts or reporting costs, incurred by Interact Medical.
- 5.10 For the avoidance of doubt:
 - (a) The Consultant Company is not a worker for the purposes of the WTR 1998 and as such is not entitled to holiday pay, sickness pay or any other entitlements conferred under the WTR.
 - (b) The Consultant Company is not an employee of either Interact Medical or the Interact Client and as such is not entitled to any statutory entitlements including, but not limited to statutory sick pay, statutory maternity pay, statutory paternity pay or statutory adoption pay.

- (c) The Consultant Company is responsible for the cost of any continuing professional development or other training costs of the Consultant Company.

6. TAXATION

- 6.1 The Consultant Company must include details of the following on its invoice, if appropriate:
 - (a) VAT registration number;
 - (b) Amount of VAT due.
- 6.2 The Consultant Company shall confirm in writing:
 - (a) whether it will pay the Consultant Company via dividend or salary;
 - (b) that the dividend or salary paid to the Consultant Company is not directly related to the payment received by the Consultant Company from Interact Medical.
- 6.3 Where the Consultant Company is liable to be taxed in the UK in respect of consideration received under this contract, the Consultant Company shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 6.4 Where the Consultant Company is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, the Consultant Company shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 6.5 Where the Consultant Company is liable to VAT in respect of consideration received under this contract, the Consultant Company shall at all times comply with the Value Added Tax Act 1994 and the Finance Act 2009 and all other statutes and regulations relating to VAT in respect of that consideration.
- 6.6 Interact Medical may, at any time during the term of this agreement, request that the Consultant Company provides information which demonstrates how the Consultant Company complies with Part 2, clause 6.2, Part 2, clause 6.3, Part 2, clause 6.4 and Part 2, clause 6.5 above or why those clauses do not apply to it, which may include providing relevant tax information in respect of the individual Consultant Company.
- 6.7 A request under Part 2, clause 6.5 above may specify the information which the Consultant Company must provide and the period within which that information must be provided.

- 6.8 In the event that the Consultant Company does not provide the requested information within the period of time specified in the request, Interact Medical may request that the Consultant Company provides the requested information directly to Interact Medical and the Consultant Company agrees that they will provide any relevant tax information pursuant to such a request.
- 6.9 Interact Medical may terminate this contract if:
- (a) in the case of a request mentioned in Part 2, clause 6.5 above the Consultant Company fails to provide information in response to the request within a reasonable time, or
 - (b) in the case of a request mentioned in Part 2, clause 6.6 above, the Consultant Company fails to provide the specified information within the specified period, or
 - (c) the Consultant Company provides information which is inadequate to demonstrate either how the Consultant Company complies with Part 2, clause 6.3 and Part 2, clause 6.4 above or why those clauses do not apply to it; or
 - (d) it receives information which demonstrates that, at any time when Part 2, clause 6.3 and Part 2, clause 6.4 apply to the Consultant Company, the Consultant Company is not complying with those clauses.
- 6.10 Interact Medical may supply any information which it receives under Part 2, clause 6.6 and/or Part 2, clause 6.7 or otherwise to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 6.11 The burden is on the Consultant Company (or alternatively, where the Consultant Company fails to discharge this burden, the burden is on the Consultant Company) to show that PAYE/NIC has been properly accounted for in respect of the Consultant Company and both the Consultant Company and the Consultant Company agrees that unless and until either one he/she has adequately demonstrated that it has properly accounted for its taxation obligations in respect of the Consultant Company, Interact Medical may retain such sum as Interact Medical in their absolute discretion assess or estimate to be due or likely to be demanded in respect of such income tax (PAYE) and/or NIC and/or VAT and/or any other tax that Interact Medical believes is due.
- 6.12 Where the role to be undertaken by the Consultant Company during the Assignment is not indicated by the Interact Client to be at a consultant grade (and the Consultant Company cannot provide evidence to support its assertion that the role is at a consultant grade) Interact Medical will comply

with its obligation to withhold PAYE/NIC payment from any sums due to the Consultant Company.

- 6.13 A failure by the Consultant Company to provide evidence that PAYE/NIC has been properly accounted for in respect of the Consultant Company in accordance with this Part 2, clause 6 will result in Interact Medical including the Consultant Company in its quarterly reports to the HMRC and, where Interact Medical deems it necessary, may also result in Interact Medical making any taxation payments it believes are due directly to HMRC and deducting such monies from any monies due to the Consultant Company.
- 6.14 Interact Medical reserves the right to account directly to HMRC for any taxes (PAYE/NIC/VAT) it deems are due to HMRC by the Consultant Company in relation to the Consultant Company's self-employment status or otherwise and deduct such monies from any monies due to the Consultant Company. Interact Medical agrees that where this becomes necessary it will provide details of such payment to the Consultant Company and to provide reasonable assistance, in as far as it is able, to enable the Consultant Company in any claims for repayment of such monies.
- 6.15 When determining the self-employment status of the Locum Doctor/Consultant Company, Interact Medical is not obliged to accept any evidence of self-employment provided by the Locum Doctor/Consultant Company even where Interact Medical has requested such evidence from the Locum Doctor/Consultant Company. Any decision made by Interact Medical as to the self-employment status of the Locum Doctor/Consultant Company shall be final.
- 6.16 If, following an assessment for pension auto-enrolment purposes, the Locum Doctor/Consultant Company is eligible to be auto-enrolled in a qualifying scheme, the necessary auto-enrolment information will be provided separately and. Interact Medical will comply with its pension duties in respect of the Locum Doctor/Consultant Company in accordance with Part 1 of the Pensions Act 2008. The Locum Doctor/Consultant Company must inform Interact Medical if he/she is already a member of a qualifying scheme. A contracting-out certificate is not in force in respect of the engagement of the Locum Doctor/Consultant Company.
- 6.17 The Consultant Company shall indemnify Interact Medical and the Interact Client and keep it indemnified in respect of any liability or obligation and any related losses which Interact Medical or the Interact Client incurs as a result of a breach of the Consultant Company to properly account for the Consultant Company's taxation obligations.

7. EXPENSES

- 7.1 Interact Medical shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant Company in the course of the Assignment as agreed in the Booking Placement Form, subject to production of receipts or other appropriate evidence of payment.
- 7.2 If the Consultant Company is required to travel abroad in the course of the Assignment he/she (or where appropriate the Consultant Company) shall be responsible for ensuring his passport is valid, any necessary insurances, inoculations and immigration requirements.
- 7.3 Any payments made to the Consultant Company in accordance with this Part 2, clause 7 will be subject to P11D liability. Interact Medical will provide a summary of expenses met direct (and not included on an invoice to the Consultant Company) for the Consultant Company to include on their personal tax returns, as appropriate. Where requested, the Consultant Company agrees to provide a Certificate of P11D upon request to Interact Medical.

8. WEEKLY SERVICE RECORDS

- 8.1 At the end of each Calendar Week of an Assignment (or at the end of an Assignment if it is for a period of one week or less or is completed before the end of a week) the Consultant Company shall deliver to Interact Medical a completed Weekly Service Record.
- 8.2 Subject to Part 2, clause 5.3, Interact Medical undertakes that it shall pay the Consultant Company for all hours worked on a weekly basis, at the rates set out in Booking Placement Form, regardless of whether Interact Medical has received payment from the Interact Client for those hours.
- 8.3 All Weekly Service Records must be delivered to Interact Medical no later than 30 days after any shift worked. Where the Consultant Company fails to submit a properly authorised Weekly Service Record within this 30 day period and Interact Medical is unable to satisfy itself by any other means that the Consultant Company worked the particular hours in question, Interact Medical has the right to withhold all payment in respect of those hours worked.
- 8.4 Where a request for the Consultant Company to work overtime is received, the Consultant Company shall inform Interact Medical of any overtime agreed to be worked (including the amount of overtime agreed) in advance of the overtime being worked or if this is not possible, as soon as is practicable.
- 8.5 The Consultant Company for its own part and, where applicable on behalf of the Locum Doctor, acknowledges and accepts that it could be a criminal offence under the Fraud Act 2006 to falsify any Weekly Service Record, for

example by claiming payment for hours that were not actually worked, and agrees to co-operate fully with any investigation into allegations of such falsification, whether undertaken by NHS Counter Fraud or otherwise.

9. OTHER ACTIVITIES

Nothing in this agreement shall prevent the Consultant Company from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation when he is not engaged on an Assignment provided that:

- (a) such activity does not cause a breach of any of the Consultant Company's obligations under this agreement;
- (b) the Consultant Company shall give priority to the provision of the Interact Locum Services to the Interact Client over any other business activities undertaken by the Consultant Company during the course of the Assignment.

10. INSURANCE AND LIABILITY

- 10.1 In accordance with Part 2, clause 4.6(a) above it is the sole responsibility of the Consultant Company to ensure that there is professional indemnity insurance in place which covers the Consultant Company in full against all and any risks, which provides a sufficient level of cover as may be determined by the Interact Client or otherwise and which fully complies with any obligations and duties set down by the Consultant Company's relevant governing/regulatory body and Interact Medical bears no liability in this respect.
- 10.2 The Consultant Company shall indemnify Interact Medical and the Interact Client and keep it indemnified in respect of any liability or obligation and any related losses which Interact Medical or the Interact Client incurs as a result of a breach of the Consultant Company to ensure that there is professional indemnity insurance in place which covers the Consultant Company in full against all and any risks, which provides a sufficient level of cover as may be determined by the Interact Client or otherwise and which fully complies with any obligations and duties set down by the Consultant Company's relevant governing/regulatory body.

11. WARRANTIES AND INDEMNITIES

- 11.1 The Consultant Company warrants that:
 - (a) the information supplied to Interact Medical in any application documents or in accordance with Part 2, clause 4.1(a) or under Part 2, clause 6 or at any other time is correct, true, complete and up to date in all respects;

- (b) the Locum Doctor has the experience, training, qualifications and any authorisation which the Interact Client considers are necessary or which are required by law or by any professional body for the Consultant Company to possess in order to perform the Assignment;
- (c) the Locum Doctor is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling the Consultant Company's obligations under this agreement; and
- (d) the Locum Doctor has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this agreement and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the Assignment;
- (e) the Locum Doctor is not subject to any professional misconduct proceedings or finding;
- (f) the Locum Doctor has all necessary certification in relation to his personal health as required by the Interact Client and is not prevented from undertaking any Assignment or otherwise fulfilling its obligations under this agreement by reason of any adverse test results;
- (g) the Locum Doctor is fit to work and not currently suffering from vomiting, diarrhoea or has a rash of any kind. Should the Locum Doctor's medical condition change, including pregnancy, or if the Locum Doctor becomes injured or diagnosed with any medical condition, prior to or during the Assignment, the Consultant Company must inform Interact Medical immediately. Interact Medical may require the Locum Doctor to undertake a medical examination, with reasonable notice, prior to the commencement of the Assignment;
- (h) the Locum Doctor has all necessary valid Insurance Policies in place which are currently in force and which the Consultant Company will ensure continue to remain in force for the duration of the Assignment.
- (i) it is fully compliant with the Taxation Legislation and any other applicable employment taxation legislation, it is applying the correct taxation regime in respect of the Locum Doctor and it is completing accurate returns to HMRC including the reporting of income received from Interact Medical.

11.2 The Consultant Company shall indemnify and keep indemnified Interact Medical and the Interact Client against all Demands (including legal and other professional fees and expenses) which Interact Medical or the Interact Client may suffer, sustain, incur, pay or be put to arising from or in connection with:

- (a) any failure by the Consultant Company to comply with its obligations under this agreement;

- (b) any negligent or fraudulent act or omission by the Consultant Company.
 - (c) the disclosure by the Consultant Company/Locum Doctor of any Confidential Information;
 - (d) any employment-related claim or any claim based on worker status brought by the Consultant Company/Locum Doctor in connection with the Assignment; or
 - (e) the infringement by the Consultant Company of the Interact Client's Intellectual Property Rights.
 - (f) any breach of Taxation Legislation and any demand for income tax (PAYE) and/or NIC or other taxation liabilities received by Interact Medical Limited from HMRC.
- 11.3 The Consultant Company agrees that they will indemnify Interact Medical against all and any costs, fees and expenses that Interact Medical may incur in connection with the Consultant Company's annual appraisal and revalidation process.
- 11.4 Interact Medical may at its option satisfy such indemnity given under Part 2, clause 10.2, Part 2, clause 11.2 and Part 2, clause 11.3 (in whole or in part) by way of deduction from any payments due to the Consultant Company.
- 11.5 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant Company shall be fully responsible for and shall indemnify Interact Medical or any Group Company for and in respect of:
- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant Company shall further indemnify Interact Medical against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Interact Medical in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
 - (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant Company or any Substitute against Interact Medical arising out of or in connection with the provision of the Services.

Interact Medical may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant Company.

12. TERMINATION

- 12.1 Interact Medical, the Model, the Interact Client or the Consultant Company may terminate the Assignment at any time, either before or during the Assignment without prior notice or liability.
- 12.2 Cancellation of Assignment - In accordance with the terms of the Framework Agreement and other terms of supply, the Interact Client may cancel the Assignment up to 2 hours before the start time of the Assignment and at any time during the Assignment. Where this occurs Interact Medical will inform the Consultant Company as soon as possible. Any liability for payment is limited to any fees that the Interact Client agrees to pay, if any. If the Interact Client does not pay any fees to Interact Medical, no fees will be due to the Consultant Company.
- 12.3 The Consultant Company acknowledges that the continuation of an Assignment is subject to and dependent on the continuation of the agreement entered into between Interact Medical and the Interact Client. If that agreement is terminated for any reason, the Assignment shall cease with immediate effect without liability on Interact Medical to make any further payments to the Consultant Company, except for payment for work done up to the date of termination of the Assignment in accordance with Part 2, clause 5.7.
- 12.4 Unless exceptional circumstances apply, the Consultant Company's failure to inform the Interact Client or Interact Medical of the Consultant Company's inability to attend work as required by Part 2, clause 4.4 will be treated as termination of the Assignment by the Consultant Company.
- 12.5 If the Consultant Company is absent during the course of an Assignment and the Assignment has not otherwise been terminated, Interact Medical will be entitled to terminate the Assignment in accordance with clause 12.1 if the work to which the Consultant Company was assigned is no longer available.
- 12.6 If the Consultant Company does not report to Interact Medical to notify their availability for work for a period of 7 days, Interact Medical will forward the Consultant Company's P45 to their last known address.
- 12.7 Interact Medical may terminate the Assignment with immediate effect with no liability to make any further payment to the Consultant Company (other than in respect of amounts accrued and paid to Interact Medical by the Interact Client for periods before the Termination Date) if at any time the Consultant Company/Locum Doctor:
- (a) commits any gross misconduct affecting the Interact Client or the Business of Interact Medical or any Group Company;

- (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful requests, instructions or rules of the Interact Client or Interact Medical;
- (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- (d) is in the reasonable opinion of the Interact Client or Interact Medical negligent or incompetent in the performance of the Services;
- (e) is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
- (f) is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 30 days in any 26-week consecutive period;
- (g) commits any fraud or dishonesty or acts in any manner which in the opinion of the Interact Client or Interact Medical brings or is likely to bring the Interact Client or the Agency Worker/Consultant Company or Interact Medical or any Group Company into disrepute or is materially adverse to the interests of the Interact Client or Interact Medical or any Group Company;
- (h) commits any breach of the Interact Client's or Interact Medical's policies and procedures; or

12.8 The rights of Interact Medical under Part 2, clause 12.1 are without prejudice to any other rights that it might have at law to terminate the Assignment or to accept any breach of this agreement on the part of the Consultant Company as having brought the agreement to an end. Any delay by Interact Medical in exercising its rights to terminate shall not constitute a waiver of these rights.

13. RESTRICTIVE COVENANTS

13.1 The Consultant Company covenants with Interact Medical that they will not, save with the prior written consent of a Director of Interact Medical, directly or indirectly, either alone or with or on behalf of any person, firm, company or entity and whether on his/her own account or as principal, partner, shareholder, director, employee, consultant or in any other capacity whatsoever during the period of the Assignment, or for a period of six months following the termination of the Assignment:

- (a) Carry out any services for the Interact Client other than to provide the Interact Locum Services (except in circumstances provided for by clause 3.1);

- (b) Solicit or endeavour to solicit the employment or engagement of or employ any Key Employee in a business supplying services in competition with the Interact Locum Services (whether or not such person would breach their contract of employment or engagement);
 - (c) In competition with Interact Medical canvass or solicit business or custom from or be concerned with the supply of any Interact Candidate in respect of services in competition with the Interact Locum Services.
- 13.2 Each of the restrictions contained in this clause is an entirely separate and independent restriction, despite the fact that they may be contained in the same phrase, and if any part is found to be unenforceable the remainder will remain valid and enforceable.
- 13.3 While the restrictions in this clause (on which the Consultant Company has had the opportunity to take independent legal advice) are considered by the parties to be fair and reasonable in the circumstances, it is agreed that if any such restriction should be held to be void or ineffective for any reason but would be treated as valid and effective if some part or parts of the restriction were deleted, the restriction in question will apply with such modification as may be necessary to make it valid and effective.
- 13.4 The Consultant Company shall indemnify Interact Medical and the Interact Client and keep it indemnified in respect of any liability or obligation and any related losses which Interact Medical or the Interact Client incurs as a result of a breach of this clause 13.

14. NO PARTNERSHIP OR AGENCY

- 14.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15. INTELLECTUAL PROPERTY RIGHTS

The Consultant Company acknowledges that all Intellectual Property Rights deriving from services carried out by the Consultant Company for the Interact Client during the Assignment shall belong to the Interact Client. Accordingly, the Consultant Company shall execute all such documents and do all such acts as the Interact Medical shall from time to time require in order to give effect to the Interact Client's rights pursuant to this Part 2, clause 15.

16. CONFIDENTIAL INFORMATION

- 16.1 In order to protect the confidentiality and trade secrets of Interact Medical and the Interact Client, the Consultant Company agrees not at any time:
- (a) whether during or after an Assignment (unless expressly so authorised by the Interact Client or Interact Medical as a necessary part of the performance of their duties), to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Interact Client or Interact Medical; or
 - (b) to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Interact Client or Interact Medical except when required to do so in the course of the Consultant Company's duties under an Assignment, in which circumstances such copy abstract or summary would belong to the Interact Client or Interact Medical, as appropriate.
- 16.2 For the avoidance of doubt, all and any compliance documentation, including CRB checks, blood test results or other compliance reports or results, which has been paid for by Interact Medical, remains the property of Interact Medical and shall not be supplied to any third parties without the prior written consent of Interact Medical except where the Consultant Company has reimbursed Interact Medical for the full costs of such compliance documentation.
- 16.3 The restriction in Part 2, clause 16.1 does not apply to:
- (a) any use or disclosure authorised by the Interact Client or Interact Medical or as required by law a court of competent jurisdiction or any governmental or regulatory authority;
 - (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant Company's unauthorised disclosure; or
 - (c) the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.
- 16.4 At the end of each Assignment or on request the Consultant Company agrees to:
- (a) deliver up to the Interact Client or Interact Medical (as directed) all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Interact Client which are in its possession, including any data produced, maintained or stored on the Interact Client's computer systems or other electronic equipment.
 - (b) irretrievably delete any information relating to the Interact Client stored on any magnetic or optical disk or memory and all matter derived from

such sources which is in his possession or under his control outside the premises of the Interact Client; and

- (c) provide a signed statement if required that Consultant Company has complied fully with his obligations under this Part 2, clause 16.4.

17. DATA PROTECTION

- 17.1 The Consultant Company consents, and/or where appropriate, the Consultant Company warrants that the Locum Doctor has consented in writing, to Interact Medical, the Model and the Interact Client and any other intermediary involved in supplying the services of the Consultant Company to the Interact Client holding and processing data relating to the Consultant Company for legal, personnel, administrative and management purposes connected with the provision of the Interact Locum Services and pursuant to this Agreement and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to them including, as appropriate:
- (a) information about their physical or mental health or condition to monitor sick leave and take decisions as to their fitness for work;
 - (b) their racial or ethnic origin or religious or similar beliefs to monitor compliance with equal opportunities legislation;
 - (c) information relating to any criminal proceedings in which they have been involved for insurance purposes and to comply with legal requirements and obligations to third parties.
- 17.2 The Consultant Company consents, and/or where appropriate, the Consultant Company warrants that the Locum Doctor has consented in writing, to Interact Medical, the Model, and the Interact Client or any intermediary involved in supplying the Consultant Company's services to the Interact Client making such information available to the Model, the Interact Client, other Group companies those who provide products or services to Interact Medical (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of Interact Medical or other Group companies or any part of its business.
- 17.3 The Consultant Company consents to Interact Medical disclosing any information, including personal data and sensitive personal data, relating to the Assignment to HMRC or other such taxation authority, any medical regulatory authorities (such as the British Medical Association or the British Dental Association), any registered professional body (such as the General Medical Council) and any investigatory body of the NHS, including the NHS Counter Fraud Services, upon demand.
- 17.4 The Consultant Company consents to their administration and/or compliance files being audited by third parties where necessary to comply with regulatory, accounting or legal requirements.

- 17.5 The Consultant Company consents, and/or where appropriate, the Consultant Company warrants that the Locum Doctor has consented in writing, to the transfer of such information outside the European Economic Area for purposes connected with the performance of this agreement.

18. ENTIRE AGREEMENT

- 18.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 18.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 18.4 Nothing in this clause shall limit or exclude any liability for fraud.

19. NOTICES

- 19.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by fax to its main fax number.
- 19.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
 - (c) if sent by fax, at 9.00 am on the next Business Day after transmission.
- 19.3 In proving such service it shall be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by fax to the fax number of the relevant party.

- 19.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

20. THIRD PARTY RIGHTS

- 20.1 Except as expressly provided elsewhere in this agreement a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 20.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this agreement.

21. VARIATION

No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties. For the purposes of this clause, signature on behalf of Interact Medical must be by a Director.

22. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

23. SEVERANCE

- 23.1 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 23.2 In the event that the parties cannot reach agreement under clause 22.1, the provision or part-provision in dispute shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

24. GOVERNING LAW AND JURISDICTION

- 24.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 24.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).