

**DATED** **of** **2020**

**L. ROWLAND & CO. (RETAIL) LIMITED**

**(the 'Company')**

and

**(Insert name of Locum or Limited Company as applicable)**

**(the 'Locum')**

**LOCUM SERVICES AGREEMENT**

Version: 4.0

Effective Date: 08/06/2020

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## LOCUM SERVICES AGREEMENT

THIS AGREEMENT is made this          day of          20    \_\_

### BETWEEN

(1) L. Rowland & Co. (Retail) Limited (“**The Company**”): Company Registration Number 2288928 with registered offices at Rivington Road, Whitehouse Industrial Estate, Preston Brook, Runcorn, Cheshire, WA7 3DJ

### And

(2)          Name  
         Address  
         Address  
         Address  
         Address  
         Email address:  
 (“**The Locum**”)

**IT IS AGREED** as follows:

**1. BACKGROUND**

- 1.1 The Locum has professional and appropriate qualifications, skills, abilities and know-how, and holds himself out as a GPhC registered, self-employed pharmacist whose services are of interest to the Company.
- 1.2 The Locum is an independent self employed contractor willing to provide the Services for the Company upon the terms of this Agreement.
- 1.3 Whilst the Locum shall be under no obligation to accept any Booking offered by the Company and the Company shall be under no obligation to offer any such Booking, the parties wish to set out the terms upon which any Booking shall be offered and accepted.

**2. DEFINITIONS AND INTERPRETATION**

- 2.1 In this Agreement the following terms shall have the following meanings:
  - 2.1.1 “Booking” means the period for which the Company engages the Locum to provide the Services from time to time under the terms of this Agreement
  - 2.1.2 “GPhC” means the General Pharmaceutical Council.
  - 2.1.3 “NHS Digital” which was previously known as “HSCIC” means Health and Social care Information Centre as amended from time to time.
  - 2.1.4 “Payments” means the sum agreed for each day of engagement of the Locum by the Company.
  - 2.1.5 “PCO” means the relevant Health Board in Scotland and Wales and in England the relevant NHS Area Teams, other local commissioners such as a CCG or local authority as amended from time to time.
  - 2.1.6 “Premises” means such place being the Company’s premises or such other premises as the Company may from time to time direct or which may be necessary for the proper provision of the Services.
  - 2.1.7 “Services” means the provision of all dispensing, and other essential, advanced and enhanced pharmacy services as defined by the relevant Pharmacy Contract in the country in which the pharmacy services are to be provided and any other additional NHS or private services provided by the branch including but not limited to sales of OTC products to which the Locum is engaged on the terms of this Agreement from time to time and the Locum warrants that they have the appropriate accreditation or declaration for such Services.
  - 2.1.8 “Working day” means any day other than a Saturday or Sunday or Bank Holiday or other Statutory Holiday
- 2.2 The headings in this Agreement are for convenience only and shall not affect the interpretation of the relevant clause(s).
- 2.3 In this Agreement unless the context otherwise requires:

- 2.3.1 Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it, amended or extended;
- 2.3.2 Any reference to a Clause or Schedule shall be construed as a reference respectively to a Clause of or Schedule to this Agreement and any reference to a paragraph shall be construed as a reference to a paragraph in a Schedule to this Agreement.

### **3. APPOINTMENT**

- 3.1 On the occasions that the Company has offered and the Locum has accepted a Booking as a locum pharmacist to provide the Services to the Company's, the terms set out in this Agreement shall apply to the Booking and in return for the Payments
- 3.2 Once the Parties have agreed to a specific Booking at one of the Companies pharmacies, subject to the provisions of Clause 3.5 below, such Booking shall become binding on the Parties, however any agreed Booking may be cancelled by either Party on a minimum of one (1) weeks prior written notice to the other Party from the date the Booking is due to be performed.
- 3.3 The Locum shall not:
  - 3.3.1 Be entitled to receive any payment in respect of any day or part of a day when they are not able to provide the Services because, for example of sickness or holiday;
  - 3.3.2 Be entitled to receive any payment for days not engaged by the Company
- 3.4 The Company may appoint other locums to provide the Services with the Locum at their sole discretion.
- 3.5 This Agreement shall continue in force for the duration of the Booking and whether or not the Booking is a specified number of days it may be terminated by either party upon giving the other one (1) weeks written prior notice or immediately by the Company in the event that:-
  - 3.5.1 The Locum is no longer a GPhC registered pharmacist
  - 3.5.2 The Locum is in material breach of any security procedures of the Company and/or
  - 3.5.3 In the reasonable belief of the Company the Locum is or has been during the Booking professionally negligent and/or
  - 3.5.4 In the reasonable belief of the Company the Locum has or is likely to act in a manner to bring the Company into disrepute and/or
  - 3.5.5 Fails to follow accepted professional best practice and does not work to the standards reasonably required by the Superintendent Pharmacist and/or
  - 3.5.6 The Locum becomes subject to any restrictions which in the reasonable belief of the company renders the Locum unfit to provide the Services and Locum's warranties

#### **4. THE LOCUM'S WARRANTIES**

- 4.1 The Locum warrants that during the subsistence of the Booking they shall be a GPhC registered pharmacist and shall maintain such registration solely at the Locum's cost for the duration of this Agreement.
- 4.2 The Locum warrants that they shall notify the Company forthwith if they no longer hold GPhC registration as a pharmacist.
- 4.3 The Locum warrants that they will comply with all Fitness to Practise Regulations from time to time that are in force.
- 4.4 The Locum warrants that they will notify the Company on the same day as they receive notification of any professional restrictions on their ability to practise as a pharmacist.

#### **5. THE LOCUM'S OBLIGATIONS**

- 5.1 The Locum will during any Booking provide the Services but shall have discretion to rely upon their own skill and judgment and experience as to the way in which the Services are performed.
- 5.2 The Locum shall arrive at the Company's Premises in good time in order that the Services are provided for the whole of the opening hours of the Premises. The Locum understands the importance of this Clause 5.2 to the Company and agrees that any lateness may result in the termination of this Agreement at the Company's sole discretion.
- 5.3 The Locum shall spend such time during any Booking at the Company's premises to which they are assigned from time to time so as to ensure that all of their own and the Company's statutory and professional obligations are fully complied with.
- 5.4 During any Booking the Locum shall render the Services at any of the Premises that is reasonably required by the Company.
- 5.5 The Locum will provide the Services in accordance with the General Pharmaceutical Council ("GPhC") Code of Ethics as amended from time to time, statutory responsibilities and any other professional directions issued by the GPhC, Primary Care Organisations ("PCO") and/or the Company in operation during the Booking.
- 5.6 The Locum shall at their own cost comply with all Continuing Professional Development obligations and shall supply, upon request by the Company, evidence of such compliance. The Locum shall also be fully aware of services and schemes that are offered by the PCO in the geographical area that they are engaged (for the Company or otherwise) so that they are able to offer specialist services as required to the Company's customers and shall complete all training packs as required by the GPhC and/or PCO at no cost to the Company and provide evidence to the Company that such training packs have been completed and necessary accreditation/declaration has been received/made.
- 5.7 Subject to clause 5.2, during any Booking, the Locum shall dedicate the whole of their time to performing the Services.
- 5.8 The Locum shall at their own cost provide their own Professional Indemnity insurance with a reputable insurer to a value of £5m GBP in any single claim. The Locum agrees to provide the Company with a copy of such insurance at each annual policy renewal date.

- 5.9 The Locum shall provide to the Company a valid Enhanced Disclosure and Barring Service Certificate (DBS). The Locum shall provide a new DBS on the expiry of an existing DBS or provide the Company with on line access to their DBS provider so that the Company can check the status of a Locum's DBS at any time.
- 5.10 The Locum shall exercise all proper professional care, skill and diligence in the provision of the Services but shall not be subject to the direction or control of the Company as to the manner in which they shall perform the Services. In this regard and following advice given by the GPhC, the Locum is expected to use the Standard Operating Procedures in place at the pharmacy and confirms that in signing this Agreement that they had read, have understood and accepts the Companies Standard Operating Procedures. The Locum may however choose not to use the Standard Operating Procedures operating in the pharmacy to which they are assigned providing that the Locum has provided the Superintendent Pharmacist with a full copy of the Standard Operating Procedures that the Locum intends to use prior to accepting a Booking with the Company. In the event that the Superintendent Pharmacist at their sole discretion considers that inadequate Standard Operating Procedures are being used by the Locum the Company shall have the sole right to terminate this Agreement immediately.
- 5.11 The Locum agrees to fully assist the Company in investigations and/or reporting of all professional matters including but not limited to dispensing errors, breaches of Information Governance and safeguarding requirements.
- 5.12 Any information that the Locum acquires relating to patients and the activity of the Company shall be and shall remain confidential. The Locum shall not divulge such information save in the proper course of provision of the Services. Breach of this clause may result in the termination of this Agreement by the Company without notice.
- 5.13 The Locum shall at all times conduct themselves in a manner conducive to their professional status. This includes obligations upon the Locum to both dress in a manner which in the reasonable opinion of the Company, is to a professional standard befitting their professional status and maintain a high standard of personal hygiene.
- 5.14 All notes, computer disks and tapes, memoranda, correspondence, records, documents and other tangible items (and any copies of the foregoing) made, used or held by the Locum during the period of this Agreement which relate directly or indirectly to the business of the Company shall be and remain at all times the property of the Company. Upon the termination of this Agreement, the Locum shall promptly deliver to the Company all such tangible items (and any copies thereof) which are in their possession or control and which belong to the Company.
- 5.15 The Locum shall comply with the Company smoking and vaping policy, such policy is available on request from the Company.
- 5.16 The Locum shall comply with the Company's social media policies such policy is available on request from the Company.
- 5.17 The Locum shall comply with the Company's use of mobile phones such policy is available on request from the Company.
- 5.18 Nothing in this Agreement shall constitute the Locum as an agent of the Company. The Locum is authorised to order prescription and/or other stock to the extent that such stock is required for the normal running of the pharmacy where the Locum supplies the Services.

- 5.19 The Locum shall not have any authority whether express or implied to incur any expenditure in the name of or for the account of the Company or otherwise to bind or commit the Company unless the Company shall have agreed in writing and in advance to it being so incurred; or hold himself out or permit himself to be held out as having any authority to do or say anything on behalf of or in the name of the Company.
- 5.20 The Locum undertakes that for the duration of any Booking they will not undertake any activities which are reasonably likely to have an adverse effect on or be prejudicial to the goodwill of the business of the Company.
- 5.21 The Locum will indemnify and keep indemnified the Company from and against any and all loss, damage or liability suffered by the Company resulting from a breach of this Agreement by the Locum.
- 5.22 The Locum shall at all times comply with the Company Information Governance policies and the requirements of Information Governance in accordance with the directions of NHS Digital or other national Information Governance bodies as amended from time to time.
- 5.23 The Locum shall submit an appropriate invoice for the Services conducted by the Locum to the satisfaction of the Company within 14 days of the relevant Booking. The Locum clearly understands and agrees that the Company shall not be liable to pay the Locum for Services that are invoiced that are over twelve weeks old from the date of the Booking.

## **6. THE OBLIGATIONS OF THE COMPANY**

- 6.1 The Company will as soon as reasonable practicable but in any event within 14 Working Days following receipt of a satisfactory invoice submitted by the Locum make the Payments to the Locum provided that the Locum performs their obligations under this Agreement.
- 6.2 The Company reserves the right to require sight of such invoices or receipts as it may decide are relevant or appropriate prior to the making of any of the Payments.
- 6.3 The Company may, but shall not be obliged, to invite the Locum to its manager's meetings. The Locum may at their entire discretion elect to attend. When a Locum attends, such attendance will not entitle them to any further payment under this Agreement.
- 6.4 In order for the Company to comply with European Anti-Terror Regulations (881/2002 and 2580/2001), the Company will conduct sanctions compliance checks. These checks are to be carried out by a third party, with whom the Company have a contract, all data used for this purpose will be processed only on instruct from the Company and in accordance with UK data Protection Laws, this data will not be transferred outside of the European Economic Area

## **7. STATUS OF THE LOCUM**

- 7.1 The Locum warrants and represents to the Company that they are an independent contractor and not the servant or agent of the Company.
- 7.2 In such capacity the Locum shall bear exclusive responsibility for the payment of any tax and national insurance contributions as a self-employed person which may be found due in relation to any payments or arrangements made under this Agreement.



- 7.3 The Locum shall promptly notify the Inland Revenue of their self-employed status and of their liability for Class 2 and, where appropriate, Class 4 national insurance contributions.
- 7.4 The Locum hereby agrees to indemnify the Company against all costs, claims, actions, demands, penalties and liabilities incurred in respect of or arising in connection with any tax, National Insurance or similar impost or other such payment of a fiscal nature which may be found due from the Company in respect of the Locum's appointment and the payment of fees by the Company to the Locum hereunder.

8. **ASSIGNMENT AND SUB-CONTRACTING**

- 8.1 The Locum shall not assign or sub-contract or purport to assign or sub-contract any of their rights or duties under this Agreement except that the Locum may arrange a substitute locum pharmacist, or at their own expense may provide the additional assistance of, any other individual employed by the Locum who has the same or similar qualifications, skill and experience as the Locum and whose substitution or assistance has been approved in writing by the Company which approval will not be unreasonably withheld.
- 8.2 This Agreement and all rights under it may be assigned or transferred by the Company.

9. **PROPERTY**

- 9.1 The Company will not be responsible for any clothing or personal property of any kind whatsoever belonging to or in the possession of the Locum whilst the Locum is providing the Services on the terms of this Agreement in any of the Companies properties.
- 9.2 The Locum shall not remove from any premises of the Company any goods, materials, or equipment unless authorised in writing by the Company to do so.
- 9.3 The Locum hereby agrees to allow any car or vehicle of his, clothing, bag, box, container or other receptacle of any kind in their possession or provided for their use to be examined by a representative of the Company on demand on the proviso that such right of search shall apply on any day that the Locum provided the Services to the Company.

10. **ENTIRE AGREEMENT**

- 10.1 This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes any prior agreement whether written or oral. There are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement or which induced any party hereto to enter into this Agreement or on which reliance is placed by any party, except as specifically set forth in this Agreement.

11. **NOTICES**

- 11.1 Any notice required to be given by either party hereto to the other shall be given in writing and may be served either by:
- 11.1.1 Letter, sent first class through the post to the addresses quoted above (or to such other address as either party shall have previously notified to the other) and

it shall operate and be deemed to have been served at the expiration of twenty-four hours from the time of being posted;

11.1.2 Email, to the email address quoted above (or to such other email address as either party shall have previously notified to the other) and shall be deemed to have been served twenty-four hours from delivery if sent to the correct email address and no notice of delivery failure is received.

11.2 In the event that the Locum changes their contact details (postal address or email address) they shall notify the Company forthwith.

## 12. **RELEVANT LAW**

12.1 This Agreement shall be governed by and construed in accordance with English Law and the parties hereby submit themselves to the exclusive jurisdiction of the English Courts.

## 13. **DATA PROTECTION**

13.1 The Locum shall to the extent that they process any personal data in connection with this Agreement shall;

13.1.1 Act only on instruction from the Company in relation to its processing of the personal data;

13.1.2 Maintain the Companies technical and organisational measures that ensure personal data is kept secure;

13.1.3 Not do or omit to do anything which causes the Company to breach the UK Data Protection Laws or any other law or contravene the terms of any registration, notification or authorisation of the Company under the UK Data Protection Laws;

13.1.4 Treat personal data as confidential information of the Company;

13.1.5 Use and retain personal data only for the purpose of fulfilling its obligations under this Agreement; and

13.1.6 Not transfer personal data to any country outside the European Union without the prior written consent of the Company (which consent the Company may give on such terms as the Company may in its absolute discretion prescribe)

13.2 The Locum shall be liable for and covenants with the Company to fully indemnify, defend and hold harmless the Company for and against all and any damages. Losses, liabilities, claims, actions, costs (on a full indemnity basis) and expenses (including the cost of legal and other professional services and out of pocket disbursements properly incurred), regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence of the Locum, or otherwise which the Company may suffer or incur (whether directly or indirectly) as a result or as a consequence of, or arising out of or in connection with, any claim relating to any breach by the Locum of its obligations under this Clause 13 and/or the UK Data Protection Laws.

14. **ANTI CORRUPTION & BRIBERY**

It is a policy of both parties to comply with all laws and regulatory requirements affecting its business including anti-corruption and anti-bribery laws within the United Kingdom. Both parties shall:

- 14.1 Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Relevant Requirements”) that are applicable within the United Kingdom;
- 14.2 Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 14.3 Have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements of that Act and will enforce them where appropriate
- 14.4 Promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of the Contract;
- 14.5 Breach of this clause shall be deemed a material breach of the Contract which is incapable of remedy and in the event of such a breach a party so affected shall have the right to immediately terminate Contract.

15. **SEVERABILITY**

- 15.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16. **WAIVER**

- 16.1 No failure to exercise or delay in exercising any right or remedy provided under this agreement or by law constitutes a waiver of such right or remedy nor shall it prevent any future exercise or enforcement of such right or remedy.

17. **SIGNATURES**

**SIGNED** for and on behalf of the Company;

Name.....

Position.....

Date.....

Place of signing.....

(Town/City)

**SIGNED** for and on behalf of the Locum

Name.....

Date.....

Place of signing.....

(Town/City)

Details regarding the processing of personal data are available upon request, or on our privacy policy available at [www.rowlandspharmacy.co.uk](http://www.rowlandspharmacy.co.uk).

Data Protection Officer  
01928 750500