

Best Practice
Medical



LOCUM PLACEMENT AGREEMENT

This agreement between **Best Practice Medical Locums Pty Ltd ABN 50 130 565 936** of P O Box 455 Kogarah NSW 2217 ("BPML") and the health professional seeking to register as a locum with BPML ("you").

- A. BPML is a medical locum placement agency which introduces health professionals to health care facilities ("Client") for a fee charged to the Client.
- B. You are a health professional available from time to time to accept locum placements arranged by BPML with its clients.
- C. You wish to be registered as a locum with BPML through its website.

BPML and you acknowledge and agree that it is a condition of registration as a locum on BPML's website that you read the terms of this agreement and confirm your agreement to the terms contained in this agreement by clicking the relevant box on the registration page of our website to signify that you have read and accepted these terms.

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| NO FEE | 1. You will not be required to pay any fee to BPML in respect of placements arranged for you by BPML. |
| NO EMPLOYMENT | 2. You are an independent contractor to BPML and no employment relationship or partnership exists between the parties. You must maintain medical registration and medical indemnity insurance throughout the period of any placements arranged by BPML in accordance with this agreement. |
| BACKGROUND WARRANTY | 3. BPML will introduce you to Clients on the basis of and relying upon the accuracy and completeness of the documents and information ("background material") supplied to BPML by you at the time of making this agreement, or at any time during the currency of this agreement. You warrant that the background material is accurate and complete and that it is not misleading in any way. You agree to provide BPML with all background material required from time to time and relevant updates. You must notify BPML in writing, as soon as possible, if there is any change to your clinical registration conditions impacting on your locum approval. |

- RELEASE AND INDEMNITIES** 4. You indemnify BPML against any claims arising out of a breach of the warranty referred to in Clause 3 and release and indemnify BPML, to the full extent permitted by Law, from and against all claims, costs, actions and damages of whatever nature and howsoever arising out of any placement arranged by BPML with a Client.
- PLACEMENT** 5. BPML will use reasonable endeavours to place you with a Client as a locum but will not be liable to you if it is unable to do so. Where a placement is arranged BPML will provide you with details of the Client and the likely duration of and hourly fee for the placement. You will be under no obligation to accept any placement offered unless and until you agree with BPML to do so.
- CANCELLATION OR VARIATION OF PLACEMENT** 6. BPML will endeavour to give you 48 hours notice of any cancellation or variation of a placement however BPML has no control over the conduct of a Client in relation to any placement. You cannot make any claim against BPML in respect of a variation of cancellation of a placement by a Client.
- LOCUM AND CLIENT RELATIONSHIP** 7. If you accept a placement with a Client your rights and obligations (apart from those set out in this agreement) will be governed by the agreement between you and the Client. Such an agreement will either involve you as an employee of or independent contractor to the Client. If you are engaged by the Client as an employee, all remuneration to which you are entitled will be paid directly to you by the client in accordance with the terms of your employment with the client. If you are engaged as a contractor the Client will pay all fees due to you upon receipt of an invoice. You irrevocably authorise BPML to issue such invoices to the Client on your behalf.
- PRIVACY** 8. In accordance with Privacy Legislation, and BPML's Privacy Policy, we will only use your personal and sensitive information to credentialise and secure locum placements on your behalf.
- ACCESS TO PLACEMENT DETAILS** 9. You agree to provide BPML, upon request, with all details of the hours worked and duties performed by you and any payments made by the Client to you or on your behalf ("Locum Contract Details") in respect of any placement arranged by BPML. You irrevocably authorise any Client of BPML to provide BPML with any Locum Contract Details it may require from time to time in respect of any placements made by BPML.
- RESTRICTIONS ON CLIENT CONTRACTS** 10. All Clients with whom BPML places locums are contractually bound not to offer work to locums introduced to them by BPML other than through or with the written consent of BPML. You will not engage in any employment arrangement which induces or may induce a Client to breach its contract with BPML in this regard.
- ENTIRE AGREEMENT** 11. To the extent permitted by law, this agreement constitutes the entire agreement between BPML and you regarding placement services offered by BPML and you acknowledge that BPML has not made any representations to you other than as set out in this agreement.
- TERMINATION AND VARIATION** 12. This agreement operates throughout the period of any of your placements by BPML and otherwise until termination by either party in writing which may be via the email addresses for BPML on our website and to the email address supplied upon

registration for you. Any variation of this agreement will be published on our website & it will become binding on you seven (7) days after BPML notify you of the change by email unless you advise BPML by email that you do not agree to the change.

- CONFIDENTIALITY** 13.1 For the purposes of this clause “confidential information” includes all trade and business secrets and other confidential information and documents which;
- a. relate to the affairs or business of BPML;
 - b. relate to any person with whom you come into contact as a result of any placement arranged by BPML; or
 - c. come into your possession in the course and by reason of any placement arranged by BPML.
- 13.2 You must not either during or after any placement arranged by BPML except in the proper course of your duties use or divulge to any person confidential information concerning BPML’s business or affairs.
- 13.3 You are required to take every effort to prevent the publication or disclosure of any confidential information both during and after a locum placement.
- 13.4 Nothing in this clause detracts from your duties under general law.
- APPLICABLE LAW** 14. This agreement is governed by the laws of New South Wales.
- SEVERABILITY** 15. If any part of this agreement is or becomes void or unenforceable that part will be removed without affecting the validity or enforceability of the remaining provisions of this agreement.
- UNDERSTANDING** 16 By registering as a locum on BPML’s website, you indicate that you fully understand and agree to the terms of this agreement and you also accept and agree to the terms of our Privacy Policy and the terms applicable to the use of BPML’s website contained in our Website Terms and Conditions.