



Doctor Locum Agreement Terms and Conditions

Travel, accommodation and expenses

Travel

1.1.1 The Hospital will, at its election, provide return airfares for the Doctor at no cost to the Contractor.

Vehicle

1.1.2 The Hospital may, at its sole discretion, make available or provide the Doctor with the use of a vehicle for the entirety or part of the Assignment, at no cost to the Contractor.

1.1.3 Conditions, including those imposed by third parties, may apply to the provision and use of the vehicle and the Company and/or the Doctor may be liable to the Hospital and/or any affected third party or parties for any damage caused by the Contractor and/or Doctor in breach of any conditions of use of the vehicle.

Accommodation

1.1.4 The hospital may arrange suitable accommodation at no cost to the Contractor.

Expenses

1.1.5 The Hospital may, at its sole discretion, elect to reimburse the Contractor for any expenses other than those relating to transport and accommodation reasonably incurred by the Contractor in connection with the Assignment ('Additional Expenses').

1.1.6 In order that the Hospital can consider whether or not to reimburse the Contractor for any Additional Expenses, the Contractor and/or Doctor must submit a completed expense form, detailing the Additional Expense and attaching copies of any relevant receipts to the Hospital.

Reimbursement

1.1.7 If the Contractor and/or Doctor, for whatever reason, does not commence or complete any part of the Assignment and/or Term, the Contractor agrees that upon request by the Hospital, the Contractor will reimburse the Hospital for any costs for travel, vehicle and accommodation expenses paid or incurred by the Hospital as a result of the Contractor's acceptance of the Assignment.

Fees

1.2 Subject to receipt of the Doctor's timesheets, the Fee is the entire amount payable by the Hospital to the Contractor and/or the Doctor for the performance Services in accordance with the Assignment and includes all monetary or other entitlements. The Contractor and/or the Doctor are not entitled to receive any additional amounts for sick leave, holiday leave, long service leave, shift allowances and public holidays.

1.3 In the event that the Services change significantly, ZEEP Medical and the Contractor may be able to renegotiate the Fee.

1.4 The Hospital does not and cannot guarantee, and no warranty is made, as to the amount of work that may ultimately be required



- to be performed in connection with the Assignment or the total Fee that may be payable during the Term. The Contractor acknowledges that the amount of work required by the Hospital will at all times remain at the Hospital's sole discretion, and a Fee will only be payable with respect to Services actually performed
- 1.5 The Contractor is responsible for all associated taxes, superannuation and any other fees or amounts payable to the Doctor and acknowledges that the Hospital and ZEEP Medical bear no liability for any entitlements payable by the Contractor to the Doctor or any other employee, agent, officer or representative of the Contractor.
 - 1.6 The Fee is payable by the Client exclusively and ZEEP Medical bears no liability for payment of any part of the Fee. Payments of the Fee are made in arrears.
 - 1.7 The Contractor must keep the Fee and all payment arrangements for this Assignment confidential between ZEEP Medical, the Hospital and the Contractor and any queries regarding the Fee, payment arrangements and the Assignment should be directed to ZEEP Medical.

Credentiaing

- 1.8 The ZEEP Candidate Manager will be in contact with the Contractor shortly in relation to any relevant paperwork, itinerary, travel arrangements and regulatory requirements (e.g. Provider Number) required for the purposes of the Assignment.
- 1.9 This Agreement and the Assignment with the Hospital, is subject to the Contractor providing to ZEEP Medical all material demonstrating that the Doctor possesses and holds all necessary credentials, registrations, qualifications and satisfies all regulatory requirements to perform the Services associated with the Assignment, and each of the Contractor and/or Doctor agree to immediately notify ZEEP Medical of any change to the Doctor's registration conditions, capacity or entitlement to perform the Services or any change to the Doctor's credentials and if the change occurs during the Term, the Contractor and/or Doctor will immediately notify the Hospital of such changes.

Insurances and indemnity

- 1.10 The Contractor/Doctor agrees and warrants that the Contractor/Doctor holds and will maintain during the Term of the Assignment or any extension thereof, professional indemnity insurance which covers liability arising from any act, error, omission or breach of any duty owed in a professional capacity whether owed in contract, in law or otherwise, in relation to the performance of the Services under this Agreement, for an amount of not less than \$10,000,000 in respect of any one claim and \$20,000,000 in the aggregate.
- 1.11 The professional indemnity insurance referred to in clause 4.1 must:
 - 1.11.1 Be taken out or held with an insurer approved by the Australian Prudential Regulatory Authority ('APRA').
 - 1.11.2 Contain no terms, conditions, endorsements or exclusions removing or reducing ZEEP Medical's and/or the Hospital's right to seek indemnification from the Contractor and/or the Doctor or the insurer for any claim (including for costs) by ZEEP Medical and/or the Hospital; and
 - 1.11.3 Be maintained and renewed for the duration of the Term. Including any extension or grant of new terms and remain in force or renewed under "run-off" conditions for a period of not less than 3 years after the Services are provided.
- 1.12 Evidence of the currency of all professional indemnity insurance policy or policies must be provided to ZEEP Medical within 3 business days of any written or verbal request made by ZEEP Medical. A broker's certificate will not be accepted or sufficient for the purposes of this clause.
- 1.13 The Contractor will hold and maintain workers' compensation insurance in relation to the Doctor. The Contractor and Doctor acknowledge that ZEEP Medical takes no responsibility and the Contractor and Doctor agree to forever and unconditionally indemnify ZEEP Medical for any claims made in relation to the Doctor arising from or in connection with the Assignment or any services provided during the Term, or any extension thereof, whether or not ZEEP Medical is deemed to be responsible or have contributed to any injury, death, damage, loss, occurrence or event.
- 1.14 The Contractor must notify ZEEP Medical immediately of any event that is likely to give rise to a claim under any insurance policy or arrangement held or maintained by the Contractor and/or the Doctor, ZEEP Medical or the Hospital in connection with the Services.

Termination and effect of termination

- 1.15 The Hospital may terminate the Assignment at any time by giving the Contractor not less than 48 hours' notice of



termination in writing or as otherwise agreed in writing. Such notice will be deemed to have been provided to the Contractor if it has been provided by the Hospital to the Doctor.

- 1.16 The Hospital may at its sole discretion immediately terminate the Assignment if at any time:
- 1.16.1 The Contractor and/or the Doctor do not comply with any obligation pursuant to the Assignment or in performing the Services;
 - 1.16.2 The Hospital considers that the Services provided are not of a satisfactory standard;
 - 1.16.3 The Doctor becomes charged with any criminal offence which in the reasonable opinion of the Hospital brings the Doctor or the Hospital into disrepute; and
 - 1.16.4 Any of the Contractor, the Doctor or the Hospital has a conflict of interest that cannot be resolved to the satisfaction of the Hospital.
- 1.17 On termination or expiration of this Agreement, for whatever reason, the Contractor must, and must cause the Doctor to hand

over to the Hospital all materials and information used or produced by the Contractor and/or the Doctor in relation to the Assignment and any other property of the Hospital that is or ought to be in the Contractor's or the Doctor's possession, custody or control.

Miscellaneous

- 1.18 The Contractor and the Doctor must comply with any policies and procedures of the Hospital conveyed, provided or made available to and follow all reasonable directions and instructions of the Hospital during the Assignment or any extension thereof.
- 1.19 This Agreement shall be governed and construed in accordance with the laws of the State of New South Wales and the Contractor and Doctor submit to the non-exclusive jurisdiction of the Courts of that State.
- 1.20 Any part of this Agreement that is illegal, unenforceable or otherwise invalid or inoperable will be severed from the remainder of the Agreement which will remain in full force and effect