



## Part 1 - Client Locum Agreement Terms and Conditions – ABN – General Practice

### 1. Temporary Placement

- 1.1 By accepting the Agreement You confirm that, as part of the Placement Services, we are to engage the Contractor on your behalf to provide the services of the Doctor who will perform the Locum Services, in the Position and at the Location set out in Table 1 in Schedule 1 in accordance with the terms and conditions set out in Part 2 – Doctor Locum Agreement Terms and Conditions – Pty Ltd – General Practice.

### 2. Duration

- 2.1 The Placement Services to be provided by Us and the Locum Services to be secured by Us are for the Term identified in Table 1.
- 2.2 You agree that you must not extend the Term for the provision of Locum Services without our knowledge and you agree that any extension of the Term will also extend by the equivalent period, the Term for the provision of Placement Services under this Agreement.
- 2.3 If You wish to extend the term, please advise us prior to the conclusion of the Term and dependent upon, among other things, the availability of the Doctor, we will endeavour to facilitate that extension.
- 2.4 Subject to our right to terminate this Agreement, an extension of the Term for the provision of Placement Services under this agreement is deemed to occur upon the extension of the Term for the provision of Locum Services (or any other services to be provided by the Contractor and/or Doctor whether directly, or indirectly or pursuant to a new or different agreement or arrangement, known or unknown to Zeep Medical.

### 3. Placement Fees

- 3.1 The fee payable to Us for the Placement Services is the Placement Fee set out in Table 1 and is calculated as a percentage of the total of the fee payable by you to the Contractor for the Locum Services pursuant to the Locum Agreement, and includes any superannuation (**the Placement Fee**). The payment arrangements for this ongoing service shall at all times remain confidential between You and Us. We may also charge You for any expenses reasonably incurred in the provision of the Placement Services, including travel expenses. We will advise You of any expenses exceeding \$500 prior to such expenses being incurred.
- 3.2 We will issue you with tax invoices for our Placement Fees payable for the Placement Services and any expenses at the end of each month during which any services are provided. You agree that you will pay our tax invoices within 14 days of your receipt of any such tax invoice.

### 4. Authorisation of Works

- 4.1 Work to be performed by the Doctor is to be arranged, directed and authorised by You. You will nominate the times, hours of work and the days of work during the Term during which the Locum Services are to be provided by the Doctor.
- 4.2 The Doctor is required to submit to Us and to You, a timesheet by 5:00pm on the Monday of each week throughout the Term and by 5:00pm on the first business day immediately following the conclusion of the Term. You are to assess and verify the hours of work recorded by the Doctor within two days of receipt of a timesheet and notify the Doctor and Us of the verified number of hours worked by the Doctor. On receipt of that notification, We will issue an invoice to You for the Fees payable to us for the Placement Services.



#### 5. Nature of relationship

- 5.1 Our role is to provide the Placement Services to you, including assessing and referring suitable locum placements and facilitating the engagement by you of the Contractor and/or the Doctor. Your role is to engage the Contractor directly on a temporary basis to provide Locum Services under the terms of the Locum Agreement.
- 5.2 You will pay the Contractor directly for the Locum Services. The Doctor is not and at no time throughout the Term will be our employee. The Contractor is not and at no time will be our agent.
- 5.3 The Placement Services provided by Us are not those of a healthcare provider but of candidate search and placement. In providing these services we have relied upon the information, instructions and specification that You have provided to Us prior to entering into this Agreement. You acknowledge that the Agreement does not create any relationship of partnership or joint venture with Us.
- 5.4 At all times throughout the Term, You will be the party engaging the Contractor and be responsible for, among other things, the allocation of tasks and patients (including determining the suitability for and assigning of patients for the care or treatment by the Doctor by and from your continual management and assessment of the Doctor's specialities, skills and experience) and payment of the Contractor's invoices or any other amounts.

#### 6. Insurances and liability

- 6.1 To the full extent permitted by law, ZEEP Medical's liability for any injury, death or any loss or damage caused to You or any third party is limited to the equivalent of the lesser of the total fees payable to ZEEP Medical for the Placement Services provided to you under this Agreement during the Term (excluding any fees payable during any extension of the Term), and the total fees payable for the Locum Services based on an average 20 hour working week. You agree that at all times during the Term and whilst Placement Services are provided to You, You will hold and maintain all necessary medical indemnity insurance, professional indemnity insurance, workers compensation insurance and all other insurance policies that would be reasonable expected of a medical facility or healthcare provider of the type and nature that you operate.
- 6.2 It is the responsibility of the Contractor and/or the Doctor and You to hold and maintain current and sufficient medical indemnity insurance. It is your responsibility to hold workers' compensation insurance in relation to the Doctor as your employee. We take no responsibility, and you agree to forever and unconditionally indemnify Us for, any professional or medical malpractice claims made in relation to the Doctor arising from or in connection with the services provided during the Term, or any extension thereof, whether or not we are deemed to be responsible or have contributed to any injury, death, damage, loss or malpractice occurrence or event.
- 6.3 Further you agree and warrant as follows:
  - (a) We are not liable for any loss or damage due to a failure to deliver the whole of any part of any of the Placement Services or Locum Services to you.
  - (b) You acknowledge that the Doctor works under Your sole supervision and direction.
  - (c) We make no warranty that the Contractor and/or Doctor will achieve a certain level of performance, achieve a certain outcome, solve a particular problem or attain a specific goal.
  - (d) We are not liable to You for, and you will hold us harmless and indemnified against, any liability for damage, loss or injury of whatsoever nature howsoever caused by the Contractor and/or Doctor, our or any of our employees or agents acts or omissions whether directly or indirectly
  - (e) We are not and You agree not to hold us liable to you for any economic loss, indirect, special consequential general of any other similar loss or damage howsoever arising.
  - (f) You hereby release us from all claims, actions, suits and proceedings which you or any other person (whether claiming through you or otherwise) now has or might have in the future in respect of any liability for damage loss or injury caused by the Contractor and/or Doctor or in relation to the placement of the Doctor with you to the extent our liability is not required by law to be covered by insurance or other indemnity arrangements.
  - (g) You hereby indemnify us with respect to any claims, actions, suits and proceeding which any person now has or might have in the future in respect of any liability for damage, loss or injury caused by the Contractor and/or Doctor or in relation to the placement of the Doctor with you including without limitation proceedings for the malpractice of the Doctor.



(h) We are not liable for any loss or damage arising in respect of the cessation of the engagement of the Doctor for any reason.

6.4 ZEEP Medical's liability for breach of any term implied into this agreement by statute, or otherwise, is limited to providing the Placement Services again or the payment of the costs of providing the services again up to the maximum value of the Fees paid by You pursuant to this Agreement.

#### 7. Termination

7.1 It is expected that the Contractor will continue to be engaged by You and/or that the Doctor will continue to work for You for the duration of the Term. You may, however, terminate the Agreement by providing no less than 7 days' written notice.

7.2 On termination of the Agreement, You must pay Us for the Placement Services performed up to and including the date the Agreement is terminated (whether or not Placement Services or Locum Services are provided up to that date).

7.3 We may terminate this Agreement by giving you 2 days' written notice. If the Contractor terminates the Locum Agreement before the conclusion of the Term, We will immediately discuss the situation with You and We will take all such available steps to obtain a replacement. You agree that You will give us every reasonable opportunity to provide a suitable replacement to complete the Locum Services prior to You electing to terminate the Agreement.

#### 8. Replacement Personnel

8.1 If You reasonably consider the Contractor and/or Doctor to be unsuitable to perform the Locum Services, You must advise Us, in writing, as soon as possible. You agree to give us every reasonable opportunity to provide a suitable replacement. Termination of Locum Services for any reason must be managed by Us.

#### 9. Your Obligations

9.1 At the start of the Locum Services, you must:

- (a) Conduct a thorough and appropriate pre-assignment induction program highlighting, in detail, the tasks and duties to be performed by the Doctor including the safe and correct manner to perform such duties and all your safety policies and procedures and comply with all laws and regulations applicable to occupational health and safety to Your facilities and workplace.
- (b) Introduce the Doctor to all relevant staff.
- (c) Familiarise the Doctor with your work environment and the tasks that must be performed during the Term.
- (d) Familiarise the Doctor with all relevant policies and procedures to be observed during the Term and ensure that copies of all such documents are available to the Doctor whilst the Locum Services are provided.
- (e) Ensure all the necessary equipment is accessible and made available to the Doctor to enable the Doctor to perform the Locum Services.
- (f) Ensure that all appropriate and necessary training is provided to the Doctor for the proper and safe use of any and all necessary equipment to be used.

9.2 You warrant that You have completed a thorough workplace health and safety audit, that You comply with all the laws and regulations applicable to occupational health and safety with respect to Your facilities and workplace and can confirm that there are no identifiable hazards to the Doctor's health and safety when performing the required tasks and duties during the provision of the placement services. You agree to allow Us reasonable access to conduct an occupational health and safety site inspection and workers induction for the purposes of the Placement Services or Locum Services.

#### 10. Continued Involvement

10.1 You agree that for a period of 12 months from the conclusion of the Placement Services and Locum Services, You and any of Your officers, employees, agents or representatives or any of Your related entities (as defined in the *Corporations Act 2001 (Cth)*) and any officers, employees, agents or representatives of your Related Entities will not approach, solicit or procure the engagement of the Contractor or the Doctor for employment in any capacity by you or any of your related entities.



10.2 If You do, however, wish to engage the Contractor and/or Doctor in any continuing capacity, whether on a permanent or temporary basis or as an independent contractor, You agree that any such engagement will be considered as having been introduced, arranged or procured by Us and You agree that you will be liable for a fee of 20% percentage of the offered remuneration, contract price, fee or salary package of the introduced Locum Contractor as a placement fee. In the event the engagement is Fractional or Part-time, the fee will be calculated and charged using the full-time equivalent Salary. For example, if a part-time Permanent Recruitment placement is made for a candidate on an annualised Full Time Equivalent commencing salary of \$200,000, but the candidate works only 3 days per week, the placement fee will still be calculated as  $\$200,000 \times 22\% = \$44,000$  (this is irrespective of the number of days worked per week).

#### Acceptance

By providing to us written or oral instructions to engage the Contractor or by accepting any services from the Contractor and/or the Doctor, You agree that you accept and agree to be bound by the terms and conditions set out in this Agreement.

## General Practitioner Locum Agreement Terms and Conditions

### 1. Travel, accommodation and expenses

#### 1.1 Travel

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

#### 1.2 Vehicle

1.2.1 The Clinic 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.

1.2.2 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 Clinic 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.

#### 1.3 Accommodation

1.3.1 The Clinic may arrange suitable accommodation at no cost to the Contractor.

#### 1.4 Expenses

1.4.1 The Clinic 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').

1.4.2 In order that the Clinic 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 Clinic.

#### 1.5 Reimbursement

1.5.1 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 Clinic, the Contractor will reimburse the Clinic for any costs for travel, vehicle and accommodation expenses paid or incurred by the Clinic as a result of the Contractor's acceptance of the Assignment.

### 2. Fees

2.1 Subject to receipt of the Doctor's timesheets, the Fee is the entire amount payable by the Clinic 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.

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



- 2.3 The Clinic 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 Clinic will at all times remain at the Clinic's sole discretion, and a Fee will only be payable with the respect to Services actually performed
- 2.4 The Contractor is responsible for all associated taxes, superannuation and any other fees or amounts payable to the Doctor and acknowledges that the Clinic 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.
- 2.5 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.
- 2.6 The Contractor must keep the Fee and all payment arrangements for this Assignment confidential between ZEEP Medical, the Clinic and the Contractor and any queries regarding the Fee, payment arrangements and the Assignment should be directed to ZEEP Medical.

### 3. Credentialing

- 3.1 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.
- 3.2 This Agreement and the Assignment with the Clinic, 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 Clinic of such changes.

### 4. Insurances and indemnity

- 4.1 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.
- 4.2 The professional indemnity insurance referred to in clause 4.1 must:
  - 4.2.1 Be taken out or held with an insurer approved by the Australian Prudential Regulatory Authority ('APRA').
  - 4.2.2 Contain no terms, conditions, endorsements or exclusions removing or reducing ZEEP Medical's and/or the Clinic'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 Clinic; and
  - 4.2.3 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.
- 4.3 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.
- 4.4 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.
- 4.5 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 Clinic in connection with the Services.

### 5. Termination and effect of termination

- 5.1 The Clinic 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 Clinic to the Doctor.
- 5.2 The Clinic may at its sole discretion immediately terminate the Assignment if at any time:



- 5.2.1 The Contractor and/or the Doctor do not comply with any obligation pursuant to the Assignment or in performing the Services;
  - 5.2.2 The Clinic considers that the Services provided are not of a satisfactory standard;
  - 5.2.3 The Doctor becomes charged with any criminal offence which in the reasonable opinion of the Clinic brings the Doctor or the Clinic into disrepute; and
  - 5.2.4 Any of the Contractor, the Doctor or the Clinic has a conflict of interest that cannot be resolved to the satisfaction of the Clinic.
- 5.3 On termination or expiration of this Agreement, for whatever reason, the Contractor must, and must cause the Doctor to hand over to the Clinic 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 Clinic that is or ought to be in the Contractor's or the Doctor's possession, custody or control.
6. [Miscellaneous](#)
- 6.1 The Contract and the Doctor must comply with any policies and procedures of the Clinic conveyed, provided or made available to and follow all reasonable directions and instructions of the Clinic during the Assignment or any extension thereof.
  - 6.2 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.
  - 6.3 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