



## Jasmine Sansom Freelance Locum Dental Nurse

### Terms & Conditions

#### 1. Definitions and interpretation

1.1 In these General Terms and Conditions, unless the context otherwise requires, the following definitions shall apply.

1.2 **"The Locum Dental Nurse"**: This is referring to Jasmine Sansom, GDC registration no 274790.

1.3 **"The Business Day"**: means any day (other than Saturday or Sunday) on which local banks are open for business.

1.4 **"General Terms and Conditions"** means this agreement between the Client and the Locum Dental Nurse comprising the terms set out in this document.

1.5 **"Locum Dental Nurse Services"** means the services to be performed by the Locum Dental Nurse in relation to a Booking as detailed in the Booking Details.

1.6 **"Loss"** means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims).

1.7 **"Short Notice Cancellation Fee"** means the fee payable by the Client for cancelling a Booking at short notice.

1.8 **"Booking"** means a Booking with the Client on the terms set out in the Booking Details and otherwise subject to these General Terms and Conditions. Each individual Booking shall constitute a separate agreement.

1.9 **"Good Practice"** means the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a suitably skilled and experienced person engaged in the same type of services as the Locum Dental Nurse Services.

1.10 **"Client"** means the Client for whom a Booking is arranged and performed.

#### 2. Locum Dental Nurse's Obligations

The Locum Dental Nurse shall:

2.1 Throughout the term of each Booking under these General Terms and Conditions supply the Locum Dental Nurse Services in accordance with Good Practice at all times taking responsibility for the way in which the Locum Dental Nurse Services are performed and complying with appropriate key performance indicators and reporting requirements as required by the Client's clinical governance procedures

2.2 Comply with all health and safety, site and security regulations applicable at the Client location(s) to the extent that they apply to the type of work required for the provision of the Locum Dental Nurse Services and report to the Client any unsafe working practices or conditions;

2.3 Comply with all the Client regulations, policies and protocols as notified by the Client from time to time except where such regulations and policies relate solely to employees of the Client

2.4 Promote the interests of the Client and not engage in any conduct detrimental to the interests of the Client, including, without limitation, any conduct likely to bring the Client into disrepute;

2.5 Give reasonable notice to the Client of any period during which the Locum Dental Nurse will be unavailable or unable to perform the Locum Dental Nurse Services, giving the reason;

2.6 Supply to the Client copies of any relevant qualifications or authorisations that the Locum Dental Nurse is required by the Client or by law or any professional body to have in order to provide the Locum Dental Nurse Services. Please check documentation link on website.

2.7 The Locum Dental Nurse reserves the right to keep personal belongings on her person at her discretion. Eg. Mobile phone will be kept on person but for business purposes only of The Locum Dental Nurse. Practice should be mindful that Jasmine Sansom Locum Services is a small business and heavily relies on correspondence from other practices.

2.8 The Locum Dental Nurse is entitled to a maximum of one (1) hour of unpaid break time during each working day. Any additional break time beyond this hour shall be compensated at the standard hourly rate unless otherwise agreed upon in writing. It is the responsibility of the Client to manage the schedule to avoid extended unpaid breaks. If the Client requires the Locum Dental Nurse to remain on the premises or perform other tasks during the break, this time shall be compensated accordingly.

2.9 Right to Withdraw Due to Unprofessional Conduct:

If at any point during the Booking, the Locum Dental Nurse encounters rude or unprofessional behaviour, or observes practices that could compromise patient safety or the Locum Dental Nurse's professional standing and registration (PIN), the Locum Dental Nurse reserves the right to withdraw from the Booking immediately. In such instances, the Locum Dental Nurse will charge the Client for the full day, irrespective of the hours worked up to that point. This measure ensures the Locum Dental Nurse can maintain professional integrity and uphold the highest standards of patient care.

### 3. Client Obligations

The Client shall:

- 3.1 Carry out risk assessments of the Locum Dental Nurse Services to be undertaken and notify the Locum Dental Nurse immediately of any specific or potential hazards relating to the Marketplace Engagement and any precautions the Locum Dental Nurse should take in relation to such risks;
- 3.2 Not allow the Locum Dental Nurse to undertake any work that is hazardous without first undertaking a risk assessment and notifying the Locum Dental Nurse of any risks identified;
- 3.3 If applicable, make clear before the Booking to the Locum Dental Nurse what rules (including but not limited to health and safety, site and security policies, procedures; login or passwords relating to the Client's Systems and regulations) apply in respect of the location(s);
- 3.4 ensure that any and all equipment, machinery and protective clothing are in good order and are suitable, safe and comply with all relevant health & safety legislation at induction.
- 3.5 use its reasonable endeavours to resolve any reports made by Locum Dental Nurse in accordance with clause 2.1
- 3.6 provide customary support and training and a physical tour of all premises and systems at the start of the Booking.

### 4. Cancellation policy

- 4.1 The Locum Dental Nurse reserves the right to charge the practice cancellation fee if the Booking is cancelled.
- 4.2 The cancellation fee will depend on the hours' notice given. The practice will receive a £20 loss of work fee if the booking is cancelled before the 24 hour period.
- 4.3 If the practice does not give 24 hours notice to The Locum Dental Nurse before cancellation, the cancellation fee will be 40% of the original Booking fee.
- 4.4 The cancellation fee is charged by the individual day. Eg if two days are cancelled there will be a fee for cancellation for both days.
- 4.5 Once Booking is cancelled, the practice does not reserve the right to dispute cancellation fees.

### 5. Payment of fees

- 5.1 The Locum Dental Nurse shall issue invoices to the Client directly. Such invoices shall be calculated on the basis of the number of hours worked by the Locum Dental Nurse. Subject to the Locum Dental Nurse performing the Locum Dental Nurse Services in accordance with these General Terms and Conditions, the Client will pay the Locum Dental Nurse's invoices by the date specified on the Invoice.
- 5.2 The Locum Dental Nurse shall be entitled to claim from the Client any reasonable expenses incurred in connection with the performance of the Locum Dental Nurse Services provided that the Booking Details allow for such payment and provided that details of these reasonable expenses (and any appropriate receipts) are given to the Client at such time and in such form as required by the Client
- 5.3 It is understood by the parties that the supplies of the Locum Dental Nurse Services are not subject to VAT.

If however the VAT legislation changes and/or VAT does become chargeable on any sum charged by the Locum Dental Nurse all amounts payable for the Booking shall be exclusive of VAT which, if applicable, shall be payable by the Client at the prevailing rate on production by the Locum Dental Nurse of the Locum Dental Nurse's VAT certificate.

- 5.4 Short notice cancellation fees will be listed on the invoice and must be payable at the same time of the invoice. Failure to do so will incur an interest fee of 5% as per day of missed payment.
- 5.5 Failure to make payment of invoice/s will incur an interest fee of 5% as per day of missed payment.
- 5.6 The Client agrees to a minimum booking of six (6) hours per day. If the actual working hours fall short of this minimum, the Locum Dental Nurse will still be entitled to the payment equivalent to six hours of work at the agreed upon rate. This clause is designed to ensure fair compensation for the Locum Dental Nurse's time commitment.