

PREMIUM LOCUMS CONTRACT WITH - CLIENT

THIS AGREEMENT is made between PREMIUM LOCUMS PTY LTD (ACN: 657 036 765) which is situated in Caroline Springs, 3023, Victoria (hereinafter called “**the Supplier**” which expression shall where the context so admits mean and include its transferees and permitted assigns) of the first part and the party named and described as **“the Client”** in the Schedule hereto (hereinafter called **“the Client”** which expression shall where the context so admits if the client is an individual or individuals mean and include his or their respective heirs executors and administrators and assigns or if the client is a company its transferees

and permitted assigns) of the second part.

WHEREAS:

A. The supplier conducts a business of locating and providing relieving pharmacists for

pharmacies.

B. The client has requested the supplier to provide a relieving pharmacist for the business described in the

said Schedule as **“the business”** (hereinafter called **“the business”**) on the terms and conditions more

particularly herein set out.

NOW THIS AGREEMENT WITNESSETH:

1. The supplier will locate and introduce to the client a qualified pharmacist accredited by the supplier as a

reliever tenens described in the said Schedule and hereinafter as **“the relieving pharmacist”**.

2. The client agrees to employ the relieving pharmacist for the period set out in the said Schedule as “the

term of employment” (hereinafter called “the term”).

3. During the term the client will pay the salary described in the Schedule (hereinafter called “the salary”)

to the relieving pharmacist and will pay any group tax in respect thereof.

4. It is specifically agreed and declared between the parties that the client will be the employer of the

relieving pharmacist and will be responsible to comply with all legal requirements imposed upon an

employer of a reliever tenens and that the supplier shall in no way be considered to be an employer of

the relieving pharmacist. Subject only to the payment of the salary and compliance with all

requirements imposed by law on an employer as a aforesaid the client may negotiate such terms and

conditions as may be mutually agreed between the client and the relieving pharmacist PROVIDED

HOWEVER that such terms and conditions shall not breach any relevant industrial award.

5. The client shall pay to the supplier a fee for the provision of the relieving pharmacist being the fee

described in the said Schedule and hereafter as the “fee” which fee shall be payable as follows:

(a) All invoices are due 14 days from the date of issue and;

(b) if the payment is not received within 14 days an additional late fee will be payable.

6. The supplier does not accept responsibility and is not liable for any information or representation

provided to the client in respect of the relieving pharmacist neither does the supplier give or accept

responsibility for any warranty concerning the history, character, age, qualification, capabilities or

suitability of the relieving pharmacist for the position.

7. The client agrees to indemnify the supplier and continue to keep the supplier indemnified against any

loss or damage (including legal costs and expenses) or liability suffered by the client its customers

employees of clients where such loss or damage or liability was caused by any negligent willful or

unlawful act or omission of the relieving pharmacist.

8. The parties hereto agree that they shall not by virtue of this Contract or for any purpose by or be

deemed to be employers partners or agents each of the other or as having any power or authority to bind

or represent the other nor shall either party its employees agents subcontractors represent themselves

as being employees partners agents or other or otherwise able to bind or represent the other.

9. The agreement constitutes the entire agreement between the parties and supersedes all

communications negotiations arrangements and agreements whether oral or written between the parties

in respect of the subject matter of this Contract.

10. No agreement or understanding varying or extending this contract shall be legally binding upon either

party unless in writing and signed by both parties.

11. The client must not assign any of its rights or obligations under the agreement or subcontract the whole

or any part thereof.

12. The client agrees to comply with the information privacy principals set out in any Privacy Act of the

Commonwealth of Australia or relevant State territories which concerns security use and disclosure of

personal information in relation to the relieving pharmacist and will indemnify the supplier in respect of

any loss liability or expense suffered or incurred by the supplier arising out of or in connection with a

breach of the client’s obligations of this clause.

13. In consideration of the supplier finding a relieving pharmacist to fill a position or positions as a

relieving pharmacist with the client from time to time the client covenants and agrees not at any time

within 6 months from the completion of any employment of a relieving pharmacist pursuant to this

Agreement:

(a) To employ the relieving pharmacist as a casual or permanent employee; or

(b) To employ the relieving pharmacist as a casual or permanent employee at another pharmacy that

has at least one of the same proprietors or licensed pharmacists as the client’s pharmacy.

Unless such position has been arranged with the supplier and the client pays to the supplier a placement

fee as set out in the Schedule hereto.

Please see the following Fee Schedule:

For candidates successfully placed the following fees apply

**Permanent Placement Fees:**

**Pharmacist Full Time- $2500**

**Pharmacist Part Time (3 days plus) - $850**

**Pharmacist Part Time (Up to 2 days) - $550**

**Locum Fees:**

**Weekly Placement Fee (5 days) - $250**

**Daily Placement Fee- $50**

**Emergency Locum Fee (1 days notice)- $100**

All overdue accounts will incur a $10 late fee.

**All Fees are subject to 10% GST**