



## STANDARD TERMS AND CONDITIONS FOR PRACTICES

**PLEASE READ CAREFULLY BEFORE CONTINUING:**

**THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (THE "CLIENT") AND CURE DENTAL AGENCY LIMITED A COMPANY INCORPORATED IN ENGLAND AND WALES (COMPANY NUMBER 14091194) WHOSE REGISTERED OFFICE IS AT 16 HOLE HOUSE FOLD, ROMILEY, STOCKPORT, CHESHIRE, SK6 4BB ("CURE DENTAL AGENCY") (TOGETHER THE "PARTIES" AND EACH A "PARTY").**

**BY TICKING THE "I ACCEPT THE TERMS AND CONDITIONS" BOX THE CLIENT AGREES TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND THE CLIENT AND THE CLIENT'S EMPLOYEES. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 5.**

The Client should print a copy of this Agreement for future reference. A copy will be attached to each booking confirmation.

### **BACKGROUND**

- CURE Dental Agency is a dental staffing agency recruiting skilled locum dental staff for short-term or long-term cover working in general private and NHS dental practices.
- CURE Dental Agency has an obligation to provide a locum staff to attend and carry out the requested duties on the date required and between the times specified.
- The 'authorised person' on behalf of the 'client' has booked the services of CURE dental agency on the date of this agreement via the online booking form and made a request for locum staff to attend the clients practice on the date and between the times specified.
- All locum staff provided are self-employed and are responsible for their own invoices, taxes and insurances.
- Only when a shift has been accepted by a locum will an 'acceptance' email be sent by 'the agency' to the 'client' confirming the shift request has been accepted and within this email will be the name and particulars of the locum along with their documentation which includes but is not limited to ; Insurances, GDC, DBS, right to work, ID and personal details.

### **IT IS AGREED THAT:**

- (A) CURE Dental Agency is in the business of providing an online portal which acts as a marketplace enabling individual Users who are willing to be contracted on a short term/ part time basis to be matched against other Users' requirements to source suitable staff to meet short term and/or temporary staffing requirements.
- (B) the Client hereby engages CURE Dental Agency to provide the Services.
- (C) CURE Dental Agency is an intermediary that enables dental practices (Client's) and Locums to identify one another through use of the Online Platform and mobile app.
- (D) this Agreement shall apply to all Services CURE Dental Agency provides to the Client and shall prevail over any contrary or inconsistent terms which may be contained in any of the

Client's standard terms of business; the Client's use of the web platform or mobile app constitutes the Client's acceptance of all terms and conditions in this Agreement.

- (E) this Agreement governs the relationship between CURE Dental Agency and the Client for the provision of facilitation services through the Online Platform and/or Mobile Application. The Client acknowledges and agrees that it has a separate contract with each Locum that it engages and that, accordingly, CURE Dental Agency does not accept any responsibility or liability for the acts or omissions of any of the Locums that the Client sources via the Online Platform and/or Mobile Application.

## 1 DEFINITIONS AND INTERPRETATION

1.1 The following words and expressions have the following meaning unless inconsistent with the context.

|                                   |   |
|-----------------------------------|---|
| <b>“Agent” or “Agency”</b>        | means CURE Dental Agency.   |
| <b>“Client”</b>                   | means the booking dentist or dental practice.   |
| <b>“Agreement”</b>                | means this agreement and any schedules or appendices attached hereto, including the booking request confirmation.   |
| <b>“Confidential Information”</b> | means any information disclosed by either party to the other party under this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, Personal Information, software, facilities, equipment and operating plans).                    |
| <b>“Corruption”</b>               | means bribery, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money-laundering, or any similar activity in relation to the Project;   |
| <b>“GDPR”</b>                     | means ‘The General Data Protection Regulation’, which is a Regulation in EU law on data protection and privacy in the EU and the European Economic Area. The GDPR is an important component of EU privacy law and of human rights law, in particular Article 8 of the Charter of Fundamental Rights of the European Union |
| <b>“Payment Request”</b>          | means request for payment in the form of an invoice for the ‘agency fee’ and/or costs   |
| <b>“Cancellation”</b>             | means the cancellation of the ‘booking request’ or ‘shift’.   |
| <b>“Authorised Person”</b>        | means the person authorised to make the request on behalf of the “client”.  |
| <b>“Shift”</b>                    | means the date that the locum is requested to attend the practice to carry out the required duties.   |

|                               |   |
|-------------------------------|---|
| <b>“Booking request date”</b> | means the date that the locum staff is required to attend the practice.   |
| <b>“Practice”</b>             | means the dental practice and place of work whereby the shift will take place.  |
| <b>“Start Time”</b>           | means the start time of the ‘shift’.  |
| <b>“End Time”</b>             | means the end time of the ‘shift’.  |
| <b>“Poaching”</b>             | means the act of actively approaching a locum staff who is working on behalf of the agency and offering them a position which circumvents the need to use the agency.   |
| <b>“Agency Fee”</b>           | means the monetary amount payable by the client to the agency.  |
| <b>“Hourly Rate”</b>          | means the hourly monetary value charged by the locum staff.   |
| <b>“Services”</b>             | the Services offered by CURE Dental Agency.   |
| <b>“Bookings”</b>             | means the ‘shift’ requested for cover.  |
| <b>“Locum”</b>                | the individual who is engaged directly by the Client to fill a vacancy or cover a short-term staffing requirement having been sourced through the Online Platform.  |
| <b>“Acceptance”</b>           | means the acceptance of the booking request by a locum on behalf of the agency.   |
| <b>“GDC”</b>                  | means General Dental Council, the organisation which regulates dental professionals in the United Kingdom.  |
| <b>“DBS”</b>                  | means Disclosure and Barring Service. A Government service which helps employers make safer recruitment decisions.  |
| <b>“ID”</b>                   | means a person's proof of personal identification.  |
| <b>“Losses”</b>               | all direct losses, liabilities, damages, costs, expenses (excluding any consequential loss, economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands; |

|                          |  |
|--------------------------|--|
| <b>“Force Majure”</b>    | any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm; |
| <b>“Online Platform”</b> | CURE Dental Agency’s on-line electronic requirement request system (accessed via the URL <a href="http://www.curedental.agency">www.curedental.agency</a> ) or through its mobile application  |
| <b>“Users”</b>           | persons, corporate bodies and other entities making use of the functionality of the Online Platform, and being either clients looking to source suitable staff to meet short term and/or temporary staffing requirements or individual Locums looking for short term/ part time work;  |

## 2 THE SERVICES

- 2.1 If a cancellation or amendment is made within 24 hours of the original scheduled start time an automatic charge of the full hours as set out in the relevant Confirmation of Agreement at the Payment Rate will be made.
- 2.2 Any extension to a Locum's hours is a matter for agreement between the Client and the Locum. If such an extension of hours is agreed, then the Client will be charged for at the Payment Rate for the additional hours worked by the Locum. The Client must confirm any additional hours worked by the Locum by updating the Online Platform and/or Mobile Application within 24 hours of the end of the relevant Placement.
- 2.3 The Client may terminate the Placement if the Client reasonably considers that the services of the Locum are unsatisfactory or unsuitable within two hours of the Placement being commenced and the Client provides to CURE Dental Agency within 24 hours of the Locum's Placement being terminated confirmation in writing of the unsuitability of the Locum together with the reasons. The Client, if reasonable, may reduce or cancel the Remuneration for the time worked by the Locum.
- 2.4 CURE Dental Agency may in its sole discretion develop and provide updates to the Online Platform and/or Mobile Application including modifications to the Online Platform's functionality and shall not be liable to the Client for any Losses arising out of such updates or modifications. Furthermore, CURE Dental Agency may suspend or revoke the Client's access to the Online Platform and/or Mobile Application in the event that the Client breaches any term of this Agreement or CURE Dental Agency has reasonable grounds to believe that the Client's actions may cause loss or damage to CURE Dental Agency or otherwise adversely affect its business.
- 2.5 The Client will at all times provide up-to-date contact details, including a telephone number, to CURE Dental Agency via the Online Platform.
- 2.6 Bookings are only valid when booked via the online booking request form or the mobile app.

- 2.7 We require at least 24 hours' notice for bookings. We will try our best to fill the request however we cannot guarantee this with short notice.
- 2.8 A booking is only accepted when email confirmation is sent to the 'authorised person' confirming that the request has been accepted.
- 2.9 Accepted shifts can be altered by 'the client' up to 24 hours before the requested start time. This includes but is not limited to times and location and is subject to approval by 'the agency'.
- 2.10 Any unreasonable requests will be rejected and be classed as a cancellation request and subject to relevant cancellation fees as set out in clause 3.3.
- 2.11 Accepted shifts can be reallocated to another appropriate locum by 'the agency' up to and including the requested start time of the shift request.
- 2.12 CURE Dental Agency will provide services to introduce the Client to Locums and to facilitate the provision of services by the Locums through the use of the Online Platform and/or Mobile Application
- 2.13 Any extension to a Locum's hours is a matter for agreement between the Client and the Locum. If such an extension of hours is agreed, then the Client will be charged for at the Payment Rate for the additional hours worked by the Locum. The Client must confirm any additional hours worked by the Locum by updating their invoice accordingly after the shift has ended.

### 3 CHARGES AND PAYMENT TERMS

- 3.1.1 The Client will pay;
- 3.1.2 The payment rate (see below rate table)
- 3.1.3 Any other amounts due to the Locum; and
- 3.1.4 Our Service Fee.

| TYPE                      | RATE (Monday – Friday) | RATE (Saturday/Sunday) |
|---------------------------|------------------------|------------------------|
| DENTAL NURSE              | £17.00                 | £19.00                 |
| DENTAL NURSE (SPECIALIST) | £19.00                 | £21.00                 |
| HYGIENIST                 | £35.00                 | £38.00                 |
| THERAPIST                 | £37.00                 | £40.00                 |
| CURE FEE                  | 20%                    | 0%                     |

- 3.2 The 'Agency' fee is 20% of the total locum shift amount (30% for weekend shifts).

*Example A: an 8-hour shift on a Wednesday for a dental nurse at £17 per hour (locum rate) is £136 (paid directly to the nurse) and our fee would therefore be £27.20 (20% of £136). Total amount payable is £163.20.*

*Example B: a 4-hour shift on a Saturday for a Hygienist at £38 per hour (locum rate) is £152 (paid directly to the nurse) and our fee would therefore be £45.60 (30% of £152). Total amount payable is £197.60.*

- 3.3 The 'agency' will make a request for payment on or after the date of the shift in the form of an invoice. This invoice is payable within 7 calendar days via bank transfer (BACS) into the nominated account details on the invoice.

- 3.4 The Client shall make all payments due under this Agreement to CURE Dental Agency by Bank Transfer to the bank details provided on each invoice and acknowledges that these payments are non-refundable, except as required by law.
- 3.5 All agency staff will provide their own invoices for work carried out at the practice on a self-employed basis, the invoice will be on letter headed paper and is payable upon completion of the shift, no later than 7 calendar days via bank transfer (BACS) into the nominated account details on the invoice.
- 3.6 CURE Dental Agency shall be entitled to charge the Client interest on any overdue amount at the rate of 8% per annum above the base rate of Barclays Bank plc from time to time in force from the due date until the date of payment, and any such interest shall be payable on demand. If the Client fails to pay any of the amounts specified in clause 3.1 then CURE Dental Agency shall be entitled to suspend the Client's access to the Online Platform and/or Mobile Application and/or terminate this Agreement forthwith.
- 3.7 Although our agency staff are self-employed, they have all gone through a recruitment process and are checked for appropriate qualifications and assurances such as GDC registration, indemnity insurance, DBS background checks and immunisation records, all of which takes time, resources, and expenses. We then advertise our services to dental practitioners and surgeries in the form of printed leaflets, email marketing, social media marketing and site visits, at further cost and resource. For them then to attend a practice on behalf of the 'agency' to fulfil a booking request and are approached by the 'authorised person' or anyone acting on behalf of 'the client' and offered employment directly or indirectly with the 'client', the 'practice' and other associations to these parties which therefore circumvents the need to use the agency is classed as 'poaching' and as a result 'the agency' will seek to recover costs for the recruiting, onboarding, advertising and loss of revenue generated from future bookings for that locum.
- 3.8 The agency staff can of course apply for an advertised position by 'the client'.
- 3.9 The period whereby 'poaching' is deemed applicable is within 90 calendar days of the locum staff completing a shift on behalf of 'the agency' for 'the client'.
- 3.10 The locum is deemed to be acting for 'the agency' if they have accepted shifts on behalf of 'the agency' within the last 90 calendar days or have accepted future shifts on behalf of 'the agency'.

#### **4 ONLINE PLATFORM**

- 4.1.1 CURE Dental Agency will:
- 4.1.2 Make the Online Platform and/or Mobile Application available to the Client and each Locum (subject to contract);
- 4.1.2 In co-operation with each Client, set up the necessary arrangements to enable the Client and/or the Locum to track and update the status of each Requirement and/or placement.
- 4.1.3 Use the information captured via the Online Platform and/or Mobile Application to generate an invoice to the Client in respect of all Requirements/Placements.
- 4.2 The data entered onto the Online Platform and/or Mobile Application will be stored by CURE Dental Agency on secure servers and continually amended and updated by the Client and/or the Locums. The data will be made available to the Client via website access. CURE Dental Agency reserves the right to amend programs, information, and facilities from time to time.
- 4.3 The Client shall keep secure and confidential any user identification, password, and any other confidential information for the secure use of the Online Platform and/or Mobile Application.
- 4.4 The Client agrees not to sell, reproduce, distribute, modify, display, prepare derivative works based on, repost, or otherwise use any content from the Online Platform and/or Mobile Application for any public or commercial use without CURE Dental Agency's consent in writing.

4.5 If any person designated by the Client as an authorised user of the Online Platform and/or Mobile Application has their employment or engagement with the Client terminated then the Client shall immediately remove that person's access rights to the Online Platform and/or Mobile Application

## **5 ACKNOWLEDGMENTS AND LIABILITY**

5.1 The Client acknowledges that CURE Dental Agency is in the business of providing an Online Platform and/or Mobile Application for exchange of information and payment facilitation services. It is not party to any contracts between the Client and any Locum and does not in any way supervise, direct, or control any Locum nor is it responsible for setting hours or location of work. CURE Dental Agency does not provide the Locum with any training or equipment and makes no representations or guarantees that the Locum will provide their services at all and/or in a timely manner nor does CURE Dental Agency make any representations or guarantees about the quality of the services provided by the Locum or the accuracy of their stated qualifications or any other listings or information provided by them on the Online Platform, save that CURE Dental Agency shall use reasonable endeavours to obtain confirmation that the Locum has valid and subsisting leave to enter and remain in the United Kingdom and is not subject to any conditions which may preclude them from or have an adverse effect on them working for the Client. Accordingly, CURE Dental Agency's liability is limited as set out in this Clause 5.

5.2 The Client will ensure at the commencement of each Placement that the identity of the Locum who presents themselves for the Placement is consistent with the identity documents of the Locum on the Online Platform and/or Mobile Application who was booked for the Placement.

5.3 Subject to Clause 5.3 and 5.4, CURE Dental Agency shall not be liable for any Losses or delay arising from the negligent, wrongful, dishonest, or fraudulent acts or omissions or misrepresentations of any Locum. All Locums are engaged under the supervision, direction or control of the Client and the Client will be responsible for all acts, errors and omissions of the Locum, whether wilful, negligent or otherwise and shall ensure the Locum's compliance with all applicable laws, legal requirements, statutes, bylaws and codes of practice.

5.4 The Client warrants that in performing its obligations under this Agreement and any Agreement with the Locum the Client shall at all times comply with all applicable laws, statutes, regulations and codes from time to time in force, including those relating to the maximum hours in the Working Time Regulations 1998.

5.5 CURE Dental Agency's liability for its own negligence shall, subject to Clause 5.5, be limited to 100% of the cumulative total of all Service Fees charged to the Client pursuant to this Agreement up to and including the end of the calendar year in which the Loss was suffered.

5.6 Nothing in this Agreement shall operate to exclude or limit CURE Dental Agency's liability for:

5.6.1 death or personal injury caused by CURE Dental Agency's negligence;

5.6.2 its own fraudulent acts or omissions; or

5.6.3 any other liability which cannot by law be excluded.

5.7 CURE Dental Agency shall not be liable for any Losses arising from the Client's inability to use the Online Platform and/or Mobile Application including delays or disruptions to the services provided through the Online Platform, any glitches, bugs or errors with the Online Platform and/or Mobile Application howsoever caused or damage to any hardware device arising for use of the Online Platform and/or Mobile Application.

5.8 CURE Dental Agency shall not be liable for any indirect or consequential loss (including, without limitation, any loss of profits, goodwill, turnover or business).

5.9 The Client acknowledges that CURE Dental Agency's ability to fulfil its obligations under the Agreement may depend upon the Client from meeting its obligations under this Agreement. Accordingly, insofar as CURE Dental Agency is prevented from fulfilling any of its obligations under this Agreement as a result of a delay by the Client CURE Dental Agency shall be given an extension of time equivalent to the period of delay by the Client and CURE Dental Agency shall not be liable for any act, omission or default (including negligence) to the extent that such default is due to or attributable to the negligence of or an act, omission or default of the Client or any of its employees, contractors and/or agents.

5.10 CURE Dental Agency welcomes and encourages persons of all backgrounds to use the Online Platform and/or Mobile Application irrespective of age, race, gender, colour, nationality, sexual orientation, religion, pregnancy or maternity, marital or civil partner status or disability and the Client agrees that it will not discriminate and shall ensure that its staff do not discriminate against any Locum on any such grounds.

5.11 The Client will ensure that the working environment at any of its premises in or at which a Locum is engaged shall comply with all applicable health and safety laws and regulations and shall ensure that any Requirement mentions any special health and safety matters which the Locum should be aware of. The Client will ensure that the Locum has access to the same collective facilities and amenities that the Client's other staff have access to. In the event of an Placement lasting twelve weeks or more, or back to back Placements cumulatively lasting twelve weeks of more, where there has been no more than six weeks' break, except for reasons of sickness, annual leave, jury service or general strike, the Client shall ensure that the Locum enjoys the same terms and conditions as other comparable staff including in relation to basic pay (including holiday pay, overtime, bonuses, commission), working time, night work, rest breaks and annual leave.

5.12 In the event of a Placement lasting twelve weeks or more, or back to back Placements cumulatively lasting twelve weeks or more, where there has been no more than six weeks' break, except for reasons of sickness, annual leave, jury service or general strike, the Client shall notify CURE Dental Agency that the Locum has become entitled to the same pay as other comparable staff and inform CURE Dental Agency of the terms of that pay. The Client shall indemnify and keep indemnified CURE Dental Agency against:

5.12.1 any Losses incurred or suffered by CURE Dental Agency arising out of any breach of this Agreement by the Client.

5.12.2 any Losses incurred or suffered by CURE Dental Agency arising out of or relating to any personal injury claims or employment related claims made by a Locum including (but not limited to) unfair dismissal, discrimination, whistleblowing, a claim under the Agency Locums Regulations 2010, or any other claims concerning the termination of the Locum's employment or the Client's failure to comply with its payment obligations in respect of its engagement of the Locum; and

5.12.3 any Losses incurred or suffered by CURE Dental Agency arising from a failure by the Client to comply with pension auto enrolment obligations.

## 6 CONFIDENTIALITY

6.1 All information given by either party (the "**Disclosing Party**") to the other (the "**Recipient**") or otherwise obtained by the Recipient relating to the Disclosing Party's business or operations or of any person, firm, company or organisation associated with the Disclosing Party (except for information which is in or enters the public domain other than by breach of this **Clause 6**) shall be treated by the Recipient as confidential and not used other than for the benefit of the Disclosing Party, nor disclosed to third parties without the Disclosing Party's prior written consent except to the



extent required by law or for the purposes of performing its obligations or enforcing its rights under this Agreement.

## **7 INTELLECTUAL PROPERTY**

7.1 CURE Dental Agency acknowledges and agrees that all data relating to Requirements and Placements shall as between CURE Dental Agency and the Client belong to the Client.

7.2 The Client acknowledges that it will not at any time have any intellectual property rights in the Online Platform, any reports generated via the Online Platform and/or Mobile Application or any other software or systems implemented or utilised by CURE Dental Agency.

## **8 INSURANCE**

8.1 The Client confirms that it has in place adequate insurance to insure against all risks to third parties arising out of any acts, omissions or defaults of the Locum during any Placement and to indemnify CURE Dental Agency against all claims, costs and damages arising out of the Placement. Such insurance shall include (but not be limited to) employer's liability and public liability insurance.

## **9 DATA PROTECTION**

9.1 Each party warrants to the other that, in relation to this Agreement, it shall comply strictly with all requirements of the Data Protection Laws.

## **10 TERMINATION**

10.1 This Agreement will become effective once the Client clicks "**Request Shift**" and shall remain in effect for the duration of the Client's use of the Online Platform and/or Mobile Application. The Client shall in any event be deemed to have accepted the terms of this Agreement by virtue of using the Services.

10.2 The Client shall be deemed to consent to receiving records and notices electronically from CURE Dental Agency from time to time such consent remaining in force until it has expressly been withdrawn by the Client. If the Client withdraws its consent to receiving such records and notices this shall have the effect of revoking the Client's access to the Online Platform and/or Mobile Application and the Services.

10.3 We require at least 24 hours' notice to cancel an upcoming shift request.

10.4 Cancellation requests are to be made via email to [info@curedental.agency](mailto:info@curedental.agency) so that there is a trail of the request.

10.5 There will be a cancellation fee payable which is the equivalent of the booking fee (clause 3.2) should bookings be cancelled with less than 24 hours' notice.

10.6 No fee will be due for any shift requests cancelled by 'the agency'.

## **11 GENERAL**

11.1 This Agreement (including any Confirmation of Agreement(s) which may be agreed between the parties) constitutes the entire agreement between the parties and supersedes all previous agreements, trade custom, practice or course of dealing and arrangements (if any) whether written, oral or implied between CURE Dental Agency and the Client relating to the Services and all such agreements still effective at the date of this Agreement (if any) shall be deemed to have been terminated by mutual consent with effect from the Commencement Date but without prejudice to

any rights which have arisen prior to such termination and so that nothing in this Clause 11 shall operate to exclude or limit the liability of any party in respect of fraud.

11.2 The Client acknowledges that, in entering this Agreement, it has not relied on any representations by CURE Dental Agency made before the Commencement Date (or where any such representation relates to a Confirmation of Agreement which is agreed after the Commencement Date, that it has not relied upon any representations by CURE Dental Agency made before the date of the relevant Confirmation of Agreement) other than those expressly set out in this Agreement.

11.3 This Agreement is personal to the Client and it shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party without the prior written consent of CURE Dental Agency. CURE Dental Agency shall however be entitled to assign this Agreement to any member of CURE Dental Agency's Group and, upon such Placement, without prejudice to the assignor's rights in respect of matters arising prior to such Placement, all references to CURE Dental Agency shall be deemed to refer to the assignee.

11.4 CURE Dental Agency may amend this Agreement from time to time. Amendments will be effective upon CURE Dental Agency's posting of such updated terms at this location. The Client's continued use of the Online Platform and/or Mobile Application and/or the Services after such posting constitutes Client's consent to be bound by the terms, as amended. This Agreement shall be governed by and construed in all respects in accordance with English law.

11.5 Save as set out in clause 3.8, none of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of CURE Dental Agency who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded

**end.**

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