

NASGP/Practeus – T&Cs

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Off the shelf option – terms and conditions

Introduction

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use (“Terms”) which govern our relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term ‘we’ means Practeus Ltd, trading as NASGP – National Association of Sessional GPs, the owner and operator of the website: www.nasgp.org.uk (the “Website”), a company whose registered office is Amelia House, Crescent Road, Worthing, West Sussex, England, BN11 1QR and company registration number is 10703683 (“NASGP”, “us” and “our” will be construed accordingly).

The term ‘you’ refers to the user or viewer of our Website (and “your” will be construed accordingly).

This Website uses cookies. By using this Website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our cookies policy and you agree to the use of your information in accordance with our [Privacy Policy](#).

Use of this Website

Unless otherwise stated, NASGP owns the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view website pages, download website pages and print website pages for your own personal use, subject to the restrictions set out below and elsewhere in these Terms.

You must not use our Website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of malicious computer software.

You must not conduct any systematic or automated data collection activities (including, without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use our Website to transmit or send unsolicited commercial communications.

You must not use our Website for any purposes related to marketing without our express written consent.

Your membership

We offer different levels of membership to our different types of user. Each membership level has its own pricing (in some cases free of charge) and varying access to products and features. Please review the details of your membership terms on the Website to ensure you understand what your membership entitles you to receive and the associated costs (if any).

Please ensure that your membership details are kept up to date. You can view and manage your account information, including your membership status when logged in via My account.

Fees and payments

If you join as a Full GP member, a non-refundable, monthly membership fee is payable.

For users on a monthly membership package, membership commences on the date of first joining and renews on the same date of each calendar month thereafter. Monthly Direct Debit payments of membership fees will be taken on or shortly after this date each month.

We no longer offer an annual membership package. However, if you have already signed up on an annual package, you may be asked to move to a monthly package on expiry of your current term.

Membership fees are paid in advance and are non-refundable (including those members who have signed up to an annual membership fee).

Cancelling your membership

Monthly membership

You can cancel your membership [by following the instructions on this form](#). We will note that you wish to terminate your membership and, if you are paying by Direct Debit, you must also contact your bank or building society to cancel your Direct Debit payments.

Once you have cancelled your Direct Debit and your last monthly payment has expired, you will no longer be able to access full member benefits.

We will not refund monies collected because of your failure to cancel your Direct Debit with your bank.

Annual membership

You can cancel your membership [by following the instructions on this form](#). Banks and building societies generally require at least one day's notice (we recommend seven days) before the Direct Debit is due to be paid. It is best to check how long your bank needs to avoid the payment being made.

We will not refund monies collected because of your failure to cancel your Direct Debit with your bank.

Members only areas and member services

Access to certain areas of our Website is restricted. We reserve the right to restrict access to areas of this Website, or indeed this entire Website, at our sole discretion.

If NASGP provides you with a user ID and password to enable you to access restricted areas of this Website or other content or services, you must ensure that the user ID and password are kept confidential.

If you register as a Practice Manager on our Website, your access and use of LocumDeck is made on behalf of your practice and by registering as such, you are warranting to us that you have the authority to do so and to bind the practice to these terms and conditions. You agree that you will immediately notify us if you leave the practice or if your role or responsibilities are taken over by any other person. If we receive information that you are no longer acting as the Practice Manager, we reserve the right to delete and/or amend your account details.

The following products and services have been licensed to NASGP by Praxteus Ltd, a company incorporated in England with company number 10703683 and whose registered office address is at Amelia House, Crescent Road, Worthing, West Sussex, England, BN11 1QR ("Praxteus"):

LocumDeck

- LocumDeck is an easy-to-use, sophisticated online tool that gives GP locums control over how they work and, when using the Instant Book option, gives locums and practices everything they need to book GP locums instantly.
- Details of how LocumDeck works and our pricing structure are available at <https://www.nasgp.org.uk/locumdeck/>. In addition, please see our terms and conditions for use of LocumDeck by practices and locums at the following links:
 - LocumDeck for practices
 - LocumDeck for locums

AppraisalAid

- AppraisalAid is a suite of downloadable, customisable templates which allow GP Locums to gather evidence for their NHS appraisal. Further details are available at <https://www.nasgp.org.uk/appraisal>.

NASGP use the services of Practeus to administer and operate certain user services, such as LocumDeck. NASGP and Practeus have entered into a GDPR compliant Data Processing Agreement in order to protect personal data which Practeus may process on behalf of NASGP and to ensure that all personal data is processed in accordance with NASGP's privacy policy which can be found [here](#).

Copyright and Licence

This website contains material which is owned by or licensed to us by Practeus (or other third parties). This material includes, but is not limited to, the design, layout, look, appearance and graphics and all documentation, forms, information, guidance, tools and features which may be provided to users through the Website.

You are granted a licence to use the material contained in this website subject to the restrictions described in these Terms.

You are granted a licence to download, store, view, edit, use, reproduce, copy, print, any material contained in this website for your own personal and/or business purposes.

You are not permitted to:

- republish material from this Website (including republication on another website);
- sell, rent, license, sublicense, lease, distribute, copy, duplicate, publish or reproduce material from the website and any material or any part thereof for use by any third party;
- exploit material on our Website for a commercial purpose;
- use any material in any way that is unlawful or in breach of any person's legal rights under any applicable law, or
- in any way that is offensive, indecent, discriminatory or otherwise objectionable.

If you breach these Terms in any way then the licence granted to you will be automatically terminated upon such breach and we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Upon the termination of the licence you will promptly and irrevocably delete from your computer systems and other electronic devices all copies of the material and any part thereof in your possession or control, and will permanently destroy any paper or other copies of the material and any part thereof in your possession or control.

We reserve the right to exclude any person from using our Website and material contained therein where a breach of these terms & conditions is suspected.

All material contained in this website is and remain the copyright of NASGP (or its licensors).

You must retain, and must not delete or remove any copyright notices and other proprietary notices placed by us on any material.

All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

User Submissions

The Website may permit the submission of reviews, comments, images, videos or other content by you and other users ("User Submissions") and the hosting and publishing of such User Submissions. Our guest articles and contributions which are submitted for publication from a range of accountants, advisors, professional bodies and others are considered 'User Submissions' for these purposes.

You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions.

You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them.

You represent and warrant that:

1. you own or have the necessary rights and permissions to use and authorise us to use all copyright, trademark or other proprietary rights in and to any User Submissions to enable inclusion and use on the Website and in accordance with these Terms; and
2. you have the written consent and/or permission of each and every identifiable individual person in the User Submission to use their name or likeness as contemplated by the Website and these Terms; and
3. whilst you retain all of your ownership rights in your User Submissions, by submitting the User Submissions to us, you hereby grant us, in addition to any other rights which we may have, a worldwide, non-exclusive and transferable license to use, copy, prepare derivative works of (including without limitation, to rename, edit, shorten, split the videos into different segments, and use the entire image or video or segments as part of compilations), display and broadcast the User Submissions in connection with the Website and our business, including without limitation to grant access to the Website to third parties to view the User Submission (and derivative works thereof).
4. you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the User Submission and to grant us all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage us, our business or any third party; (iii) submit material that is unlawful, obscene, libelous, threatening, pornographic, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or (iv) misidentify yourself in submitting the User Submission or misstate your true identity.

We do not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Submissions. You understand that when using the Website, you will be exposed to User Submissions from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You may be exposed to User Submissions that are inaccurate, offensive, indecent, or

objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect thereto, and agree to indemnify and hold us, our owners, affiliates, employees, agents and/or licensors, harmless to the fullest extent allowed by law regarding all User Submissions which may be published on our Website.

No Warranties

This website is provided “as is” without any representations or warranties, express or implied. We make no representations or warranties in relation to this website or the information and material provided on this website.

The content of the pages of this website is for your general information and use only and it is subject to change without prior notice. It is not to be considered advice or a recommendation to act in any way or advice not to act, and you should not place reliance on the information or guidance which you may find on the Website.

We do not warrant that this website will be constantly available, or available at all; or that the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind (whether medical, legal or financial).

We do not provide any warranty as to the suitability of the information and material found or offered on this website for any particular purpose. Your use of any information or material on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

You acknowledge that information and material found or offered on this website may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Limitations and Exclusions of Liability

To the extent that the website and the information and services on the website are provided, our liability to you in relation to the use of our website or under or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, will be limited as follows: neither NASGP or Practeus or their officers, employees or consultants will be liable to you for any loss or damage of any nature whether arising directly or indirectly from the use of or reliance on information obtained from this website. Neither NASGP or Practeus or their officers, employees or consultants will be liable for any consequential, indirect or special loss or damage and will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information.

Nothing in these Terms will limit or exclude our or your liability for death or personal injury resulting from negligence; limit or exclude our or your liability for fraud or fraudulent misrepresentation; limit any of our or

your liabilities in any way that is not permitted under applicable law; or exclude any of our or your liabilities that may not be excluded under applicable law.

By using this website, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable, you must not use this website.

Indemnity

If you breach these Terms you will be held fully responsible for any loss suffered by us as result of such breach and will be held accountable for all profits made from breaching these Terms.

You agree to indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these Terms.

Other Websites

This website may contain links to other websites that are not under the control of and are not maintained by us. We are not responsible for the content or reliability of the linked websites. NASGP provides these links for your convenience only but does not endorse the material on these sites.

Waiver

The failure by us to enforce at any time or for any period any one or more of the Terms shall not be a waiver of them or the right at any time subsequently to enforce all Terms.

Severance

If any provision of these Terms shall be found by any court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.

If any provision of these Terms is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

Variation

We may revise these Terms from time to time. Revised Terms will apply to the use of our website from the date of the publication of the revised Terms on our website. Please check this page regularly to ensure you are familiar with the current version.

Exclusion of Third Party Rights

These Terms are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Terms is not subject to the consent of any third party.

Entire Agreement

These Terms constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

Jurisdiction and Governing Law

These Terms shall be governed by and construed in accordance with English law. Any dispute, claim or matter arising out of, or relating to, these Terms shall be subject to the exclusive jurisdiction of the English courts.

Off-the-shelf option – Terms and Conditions for locums

1. LocumDeck is a trademark of Practeus Ltd (trademark number: UK00003212928), a company incorporated in England with company number 10703683 and whose registered office address is at Amelia House, Crescent Road, Worthing, West Sussex, England, BN11 1QR (“Practeus”). The LocumDeck platform has been licensed to NASGP by Practeus.

If you wish to make use of the LocumDeck platform, you must agree to comply with and be bound by the following terms and conditions of use (“Terms”). If you disagree with any part of these terms and conditions, please do not use LocumDeck.

The term “we” means NASGP – National Association of Sessional GPs the owner and operator of the website: www.nasgp.org.uk (the “Website”). NASGP is a company limited by guarantee whose registered office is Amelia House, Crescent Road, Worthing, West Sussex, England, BN11 1QR and company registration number is 3861212 (“NASGP”, “us” and “our” will be construed accordingly).

The term “you” or the “GP” refers to the registered GP Locum which makes use of the LocumDeck Platform.

LocumDeck is only for use by registered GPs and no other person or agency is permitted to register or make use of the Platform.

2. In these Terms, the following words shall have the following meanings:

“Assignment” means the locum sessions, surgeries or other work which you agree to carry out for a Practice.

“Chamber Agreement” means an agreement between a Chamber Locum and their Locum Chamber setting out details such as the Locum Chambers rules and policies and any fees payable by the Chamber Locum to the Locum Chamber.

“Chamber Locum” means a GP locum who is registered through the platform with a Locum Chamber and agrees to be bound by the rules of that Locum Chamber.

“Chamber Management Team” means the individual(s) or management team that operates a Locum Chamber.

“Freelance Locum” means a GP locum registered on this platform who is not a Chamber Locum.

“Instant Book” means the process whereby the locum defines their booking preferences upfront so that a Practice can book and confirm one or more sessions with that locum without the need for any manual intervention by the locum.

“Locum Chamber” means an organisation or other legal entity which has been set up to regulate and facilitate Chamber Locums’ use of LocumDeck.

“Practice” means a registered medical practice which contracts with you for an Assignment through the LocumDeck Platform.

3. The LocumDeck Platform has been designed to display the real-time availability of locums to Practices, and to allow Practices to book locums directly through the Platform.

4. To register with LocumDeck, you should follow the instructions on the Website. It is a condition of your continued access to the Platform that you are a full member of NASGP and have paid your membership fee. If your membership expires, your access and use of the Platform may be immediately terminated. It is your responsibility to extract and copy relevant information related to your Assignments and accountancy and financial records prior to your membership expiring.

5a. We may charge user and/or booking fees to Freelance Locums and/or Chamber Locums. Details of any fees payable by you to us will be stated clearly on the platform at the time of registration. In the event that any fees are due to us and have been outstanding for more than 30 days, we reserve our right to suspend or remove you from using the platform.

5b. In the event that you pay a booking fee via Direct Debit for a session scheduled either through Instant Book or as a remote session, and subsequently do not fulfill the session for any reason, we reserve the right to retain the fee. Under extraordinary circumstances, we may, at our discretion, refund part or all of the fee, subject to an applicable administrative charge.

5c. A remote session fee will be charged for each session worked remotely on LocumDeck, regardless of device or method of connection you use, or how the session is booked on LocumDeck. The remote session fee will be stated on the platform.

5d. We provide use of the GPIntheCloud (GPitC) service for Locums in NASGP’s Remote Digital Locum Chambers to perform remote sessions booked or added manually on LocumDeck in advance as a specific remote session. The GPitC service must not be used for any other purposes. We can not be held responsible for any sessions that can not take place due to the GPitC service not being available for any reason. You must have an alternative means for performing the clinical session if there are any unexpected issues causing the GPitC service to be unavailable.

6. If you wish to register with a Locum Chamber, you can do so by following the instructions on the platform. You will be given details of the Chamber, the services it provides and any rules which it may have for its locums and any fees it may charge for the services it provides. Chamber Locums will be asked to sign a Chamber

Agreement with their Locum Chamber. Practices that view the LocumDeck platform will see Chamber Locums identified as being associated with specified Locum Chambers.

7. A Chamber Locum that wishes to cease being a Chamber Locum and to return to being a Freelance Locum, should follow any rules applicable under the terms of their Chamber Agreement. It will be the responsibility of your Chamber Management Team to deactivate you as a Chamber Locum on the platform in order to return you to Freelance Locum status. You understand that fees may be payable to us for your continuing use of LocumDeck as a Freelance Locum.

8. A Freelance Locum may choose to apply to register with any Locum Chamber. However, a locum may be registered with only one Locum Chamber at any given time.

9. You will be asked to provide details of your workload, type of work which you are available to carry out in each Practice and the rates you wish to charge, and choose to use our standard template terms. If you are a Chamber Locum, you may be required by your Locum Chamber under your Chamber Agreement to agree to your Locum Chamber's own bespoke terms and conditions, standard forms or other policy documents.

10. It is your responsibility to make sure that all the details of your identity, credentials, qualifications and availability are accurate and up-to-date. You may be asked to provide further information and/or proof of credentials to Practices as a condition of entering into Assignments. If you are a Chamber Locum, you may also be required to provide further information and/or proof of your credentials to your Locum Chamber. Chamber Locums accept that their personal details and booking details will be shared with their Chamber Management Team. Further details of the type of information which will be shared and who will have access to that information will be made available to the locum when they register with a particular Locum Chamber. Additional information is also contained within our Privacy Policy.

11. The LocumDeck Platform allows Practices who have been authorised by you to 'Instant Book' you for an Assignment, based on the information you have provided and your availability which is shown in real-time on the Platform.

12. Practices join LocumDeck by signing up with an NHS email address which they then verify. If a practice joins and LocumDeck detects a match with a practice record you have manually added to your personal LocumDeck address book of practices, LocumDeck will automatically synchronise the practice's contact details in your personal address book with the 'master copy' provided by the practice. This synchronisation is necessary for LocumDeck to allow you and the practice to connect to each other on the platform. It also allows you access to up-to-date contact information for the practice. This synchronisation does not affect any other information you have attached to the practice's record about your working terms or charging arrangements which remains private to you and fully under your control.

13. Assignments arranged through our 'Instant Book' facility are firm commitments which have been pre-agreed by you and come with the same obligations and commitment to undertake the Assignment as apply to Assignments booked by other methods.

14. If a Practice uses the 'Instant Booking' facility, the terms and fee rates stated on the Platform shall automatically apply. Any cancellation by you or the Practice will then be governed by your own cancellation policies set out in your terms and conditions (which shall either be your own personalised set based on NASGP's standard template, or your own if you have instead chosen to add these to your credentials in LocumDeck's settings, or bespoke terms which may be created by Locum Chambers). You should therefore make yourself familiar with all the terms available in LocumDeck's online Terms and Conditions located within 'Settings' and customise them to your requirements.

15. Following an online "Instant Booking", we will automatically send out to you and the Practice a confirmation email setting out the work and terms agreed. It is your responsibility to check that the details in the email matches your services and availability. GPs who have provided a mobile phone number in their LocumDeck settings will also receive a text message with notification of an Instant Booking.

16. As an online platform using email and online notifications as the primary form of communication, it is imperative that you commit to checking the online platform and your email on a frequent (at least daily) basis to verify and maintain your bookings. We cannot be held responsible for any misunderstandings between locums and practices if you fail to do this.

17. You may request that a Practice provides further details in respect of any proposed Assignment, such as details of the identity of the Practice, dates and likely duration of an Assignment, the services to be provided (including location and hours, potential health and safety risks and steps taken to prevent or control such risks), training, qualifications or authorisations considered necessary, any expenses payable and the length of notice required (if applicable).

18. Your payment and invoicing terms should be set out in your terms and conditions.

19. Chamber Locums may be charged an administration fee by their Locum Chamber for the services the Locum Chamber provides to its locums, under the terms of its Chamber Agreement. If so, details of any fees payable will be set out on the platform when a locum registers with a Locum Chamber and in the Chamber Agreement. Any questions or disputes arising from that agreement should be referred by the locum directly to the Chamber Management Team. Whilst we may, at our discretion, mediate or provide assistance in resolving disputes, we are under no obligation to do so and we cannot be liable in respect of any claims you may have under your Chamber Agreement or otherwise against your Locum Chamber (where such Chamber is not owned or operated by NASGP).

20. It is expected that Practices will engage locums on a temporary basis as self-employed contractors. We recommend that you and the Practice sign a form of contractor's agreement, such as provided by the Contractor's terms and conditions template found within LocumDeck.. However, signing such an agreement remains at your discretion. Whether or not a contractor's agreement is entered into between you and the Practice, we do not make any warranty or representation as to the employment or consultancy status of any GP. This is a matter solely for you and the Practice to determine.

21. NASGP is acting as an introducer only. NASGP is not an agency and locumss are not employees of NASGP. Rather, they will be deemed to be under the supervision, direction and control of the Practice from the time

they report to take up their duties, for the duration of the Assignment, on such terms as the Practice may agree with the GP. The Practice shall be solely responsible for your remuneration and all terms and conditions of the Assignment.

22. One of the components of the LocumDeck Platform is called Bookkeeper. Bookkeeper tracks certain information that is designed to help locums easily collate and prepare information for their accountancy and tax assessments. Further details of Bookkeeper features and how to use the Bookkeeper service are on the platform. Users of the Bookkeeper service accept that Bookkeeper is not guaranteed to always produce accurate or reliable results and should ask their accountant to check the accuracy or do so themselves. NASGP cannot be held liable for any inaccuracy or error which may arise in the system.

23. If you wish to cease your membership of LocumDeck you should follow the instructions for closing your account set out on the platform. You will be given information regarding deleting your account data and your ability to export or copy your account or financial data for your records.

24. You warrant and undertake that all information provided by you on the LocumDeck Platform including your identity, credentials and qualifications are accurate and will be kept up-to-date.

25. NASGP shall not be liable for any loss, injury, damage, expense or delay incurred or suffered by you arising directly or indirectly from or in any way connected with you entering into any Assignment or otherwise resulting from your use of the LocumDeck Platform, including from any bug or error in the operation of the Platform. In particular, and without limitation to the foregoing, NASGP shall not be liable for any loss or damage you may incur as a result of any failure by a Practice to pay you for your work.

26. Nothing in these Terms shall restrict any liability of NASGP to a GP for personal injury or death resulting from the negligence of NASGP nor any statutory liability or any exclusion or limitation that is prohibited by law.

27. NASGP has no responsibility for the conduct of the Practices or the Locum Chambers (where such Chambers are not owned or operated by NASGP). In the event you are dissatisfied in any way, your remedy is only against the Practice or Locum Chamber (as applicable), you will not have any claims against us (where such Chambers are not owned or operated by NASGP). Any dispute arising between you and a Practice or Locum Chamber must be dealt with directly between you and the Practice or Locum Chamber concerned.

28. We reserve the right to revise these Terms on reasonable notice to you. Revised Terms shall apply from the date of publication of the revised Terms on the Website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these Terms.

29. You agree to indemnify us against any losses, damages, costs, liabilities and expenses (including legal expenses) incurred or suffered by us and arising directly or indirectly out of any breach by you of any provision of these Terms.

30. We are not obligated to make the LocumDeck Platform available at all times, and we reserve our right for any reason, at our discretion, to terminate the registration of any Practice or GP.

31. You agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms.

32. These Terms, together with our privacy and cookies policy, and any instructions for use of the Platform provided on the Website, shall constitute the entire agreement between you and us in relation to your use of the LocumDeck Platform.

33. These Terms shall be governed by and construed in accordance with the laws of England and Wales and the English Courts shall have exclusive jurisdiction.

T&Cs for contracting organisation

2026 NASGP Terms and Conditions

Parties

1. PRACTEUS LTD incorporated and registered in England and Wales with company number 10703683 whose registered office is at Amelia House, Crescent Road, Worthing, West Sussex, England, BN11 1QR (Practeus); and
2. <<organisation>> incorporated and registered in England and Wales whose registered office is at <<Address>> (Client), together, the “parties” to this agreement.

Background

1. Practeus is in the business of providing online services and tools to primary care workforces including GPs, and practices, including “LocumDeck” for invoicing, administration of pension forms and booking locum staff. LocumDeck is currently only available via NASGP (as defined below).
2. The Client has expressed an interest in offering access to the LocumDeck platform to the Client’s network of GP practices who wish to attract and retain flexible primary care workforce capacity.
3. The Client therefore agrees to purchase and Practeus agrees to provide the Services on the terms set out in this agreement.

Agreed terms

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1. Definitions.

- 1.1.1. Applicable Laws: all applicable laws, statutes, regulations from time to time in force.
- 1.1.2. Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.1.3. Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.
- 1.1.4. Chamber Management Team: the team deployed by the Locum Chamber Organisation to deliver services and support to its locum members and serve as a point of contact between such locum members and GP Practices and the wider healthcare system.

- 1.1.5. Change Order: has the meaning given in clause 6.1.
- 1.1.6. Charges: the sums payable for the Services, as set out in Schedule 2.
- 1.1.7. Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.
- 1.1.8. Client Materials: all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to Practicus (or made available on the Platform) in connection with the Services, excluding all Platform Data.
- 1.1.9. Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).
- 1.1.10. Deliverables: any output of the Services to be provided by Practicus to the Client as specified in Schedule 1, including the Documentation, and any other documents, products and materials provided by Practicus to the Client in relation to the Services.
- 1.1.11. Documentation: the document entitled named the “Locum Chamber operational manual” made available to the Client by Practicus from time to time which sets out operational instructions for the Platform.
- 1.1.12. End User(s): means the Chamber Management Team End Users and the GP Practice End Users.
- 1.1.13. GP Practice End User(s): the GP Practices for whom the Client is responsible.
- 1.1.14. Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.1.15. Locum Chamber: a group of Locum members, typically up to 15, who meet regularly for peer support and professional development activities as managed by the Parent Locum Chamber Organisation.
- 1.1.16. Locum Chamber Members: self-employed GPs or other healthcare professionals who provide locum services to GP Practices who join a Locum Chamber for the peer support of other locum members and benefit from the administrative and professional support provided by the Parent Locum Chamber Organisation.
- 1.1.17. NASGP: National Association of Sessional GPs.
- 1.1.18. Parent Locum Chamber Organisation: the parent/umbrella organisation which administers and manages the professional and administrative support services for its Locum Chamber Members and provides the clinical governance framework to such

- members. The Parent Locum Chamber Organisation may support Locum Chamber Members via multiple Locum Chambers.
- 1.1.19. Personal Data: as defined in the Data Protection Legislation.
 - 1.1.20. Platform: the LocumDeck software platform which Practeus permits the End Users to access in order to automate some of the administrative processes of the Parent Locum Chamber Organisation, and to automate the booking of the Chamber GP Locum sessions as further described in Schedule 1.
 - 1.1.21. Platform Data: any data or information on the Platform, whether added by an End User or otherwise.
 - 1.1.22. Processing, Process: as defined in the Data Protection Legislation.
 - 1.1.23. Services: the services as set out in Schedule 1.
 - 1.1.24. Service Period : [DD MMM YYYY to DD MMM YYYY].
 - 1.1.25. UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
 - 1.1.26. VAT: value added tax chargeable in the UK.
 - 1.1.27. Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
 - 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
 - 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 1.4. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
 - 1.5. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
 - 1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
 - 1.8. This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.9. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
 - 1.10. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
 - 1.11. A reference to writing or written includes email.
 - 1.12. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
 - 1.13. A reference to this agreement or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
 - 1.14. References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
 - 1.15. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
2. COMMENCEMENT AND DURATION
 - 2.1. This agreement shall commence on the first day of the Service Period and shall continue for a period of 12 months, unless terminated earlier in accordance with clause 13 (Termination).
 - 2.2. Practeus shall use reasonable endeavours to provide the Services to the Client in accordance with this agreement from the Commencement Date.
3. PRACTEUS RESPONSIBILITIES
 - 3.1. Practeus shall use reasonable endeavours to supply the Services, and deliver the Deliverables to the Client, in accordance with this agreement in all material respects.
 - 3.2. Practeus shall use reasonable endeavours to meet any performance dates specified in Schedule 1 but any such dates shall be estimates only and time for performance by Practeus shall not be of the essence of this agreement.
 - 3.3. Practeus shall appoint a manager for the Services, as such person may be identified in Schedule 1. That person shall have authority to contractually bind Practeus on all matters relating to the Services (including by signing Change Orders). Practeus may replace that person from time to time where reasonably necessary in the interests of Practeus's business.
4. CLIENT'S OBLIGATIONS
 - 4.1. The Client shall:
 - 4.1.1. co-operate with Practeus in all matters relating to the Services;
 - 4.1.2. appoint a manager for the Services, such person as identified in Schedule 1. That person shall have the authority to contractually bind the Client on matters relating to the Services (including by signing Change Orders);
 - 4.1.3. provide, for Practeus, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by Practeus including any such access as is specified in Schedule 1;

- 4.1.4. provide to Practicus in a timely manner all documents, information, items and materials in any form (whether owned by the Client or third party) required under Schedule 1 or otherwise reasonably required by Practicus in connection with the Services and ensure that they are accurate and complete; and
 - 4.2. If Practicus's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Practicus shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.
 - 4.3. The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Deliverables and, in the event of any such unauthorised access or use, promptly notify Practicus.
 - 4.4. The rights provided under this clause 4 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client.
 - 4.5. The Client further agrees to:
 - 4.5.1. work jointly with Practicus on a communication strategy in order to effectively communicate the benefits of the Locum Chamber to key local stakeholders and, and not limited to, as specified in more detail in Schedule 1;
 - 4.5.2. ensure that its GP Practice End Users support the Locum Chamber and will therefore support the communication and onboarding of the Locum Chamber processes;
 - 4.5.3. engage with its network of key local decision-makers and influencers to communicate the benefits of the Locum Chamber and, and not limited to, as specified in more detail in Schedule 1;
5. NON-SOLICITATION
 - 5.1. The Client shall not, without the prior written consent of Practicus, at any time from the date of this agreement to the expiry of six months after the termination of this agreement, solicit or entice away from Practicus or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Practicus in the provision of the Services.
 - 5.2. Any consent given by Practicus in accordance with clause 5.1 shall be subject to the Client paying to Practicus a sum equivalent to 20% of the then current annual remuneration of Practicus's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.
6. CHANGE CONTROL
 - 6.1. Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
 - 6.1.1. the Services;
 - 6.1.2. Practicus's existing charges;
 - 6.1.3. the timetable of the Services; and
 - 6.1.4. any of the terms of this agreement.

- 6.2. If Practeus wishes to make a change to the Services it shall provide a draft Change Order to the Client.
 - 6.2.1. If the Client wishes to make a change to the Services:
 - 6.2.2. it shall notify Practeus and provide as much detail as Practeus reasonably requires of the proposed changes, including the timing of the proposed changes; and
- 6.3. Practeus shall, as soon as reasonably practicable after receiving the information at clause 6.3(a), provide a draft Change Order to the Client.
- 6.4. If the parties agree to a Change Order, they shall sign it and that Change Order shall amend this agreement.
- 6.5. Practeus may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to clause 6.3 on a time and materials basis in accordance with Practeus's daily rates specified in Schedule 2.

7. CHARGES AND PAYMENT

- 7.1. In consideration of the provision of the Services by Practeus, the Client shall pay the Charges.
- 7.2. Where the Charges are calculated on a time and materials basis:
 - 7.2.1. Practeus's daily fee rates for each individual person as set out in Schedule 2 are calculated on the basis of an eight-hour day, worked during Business Hours; and
 - 7.2.2. Practeus shall be entitled to charge an overtime rate of 150% of the daily fee rate set out in Schedule 2 on a pro rata basis for any time worked by individuals whom it engages on the Services outside Business Hours.
- 7.3. The Charges exclude the following which shall be payable by the Client monthly in arrears, following submission of an appropriate invoice:
 - 7.3.1. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Practeus engages in connection with the Services; and
 - 7.3.2. the cost to Practeus of any materials or services procured by Practeus from third parties for the provision of the Services as such items and their cost are approved by the Client in advance from time to time.
- 7.4. Practeus may increase the Charges on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the date of this agreement and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 7.5. Practeus shall invoice the Client for the Charges at the intervals specified in Schedule 2. If no intervals are so specified Practeus shall invoice the Client at the end of each month for Services performed during that month.
- 7.6. The Client shall pay each invoice submitted to it by Practeus within thirty (30) days of receipt to a bank account nominated in writing by Practeus from time to time.
- 7.7. Without prejudice to any other right or remedy that it may have, if the Client fails to pay Practeus any sum due under this agreement on the due date:
 - 7.7.1. the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 7.7(a) will

accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;

7.7.2. Practeus may suspend all or part of the Services until payment has been made in full.

7.8. All sums payable to Practeus under this agreement:

7.8.1. are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

7.8.2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Subject to payment of the Charges, the restrictions and the other terms and conditions of this agreement, Practeus hereby grants to the Client a non-exclusive, non-transferable right, without the right to grant sublicences, to use and to permit the End Users to use the Services during the term of this agreement solely for the End Users' and Client's internal business operations.

8.2. Practeus and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, (excluding the Client Materials), the Platform Data and the Services.

8.3. Practeus grants the Client a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this agreement to use the Deliverables (excluding the Client Materials) for the purpose of receiving and using the Services and the Deliverables in its business.

8.4. The Client shall not sub-license, assign or otherwise transfer the rights granted in this clause 8.

8.5. In relation to the Client Materials, the Client:

8.5.1. and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and

8.5.2. grants Practeus a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this agreement for the purpose of providing the Services to the Client.

8.6. Practeus:

8.6.1. warrants that the receipt, use of the Services and the Deliverables by the Client shall not infringe any rights of third parties to the extent that infringement results from copying;

8.6.2. shall, subject to clause 12 (Limitation of liability), indemnify the Client in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Client arising out of or in connection with any claim brought against the Client for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables; and

8.6.3. shall not be in breach of the warranty at clause 8.6(a), and the Client shall have no claim under the indemnity at clause 8.6(b), to the extent the infringement arises from:

- 8.6.3.1. the use of the Client Materials in the development of, or the inclusion of the Client Materials in any Deliverable;
- 8.6.3.2. any modification of the Deliverables or Services, other than by or on behalf of Practeus;
- 8.6.3.3. any act or omission of (an) End User(s); and
- 8.6.3.4. compliance with the Client's specifications or instructions.

8.7. The Client:

- 8.7.1. warrants that the receipt and use of the Client Materials in the performance of this agreement by Practeus, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- 8.7.2. shall indemnify Practeus in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Practeus arising out of or in connection with any claim brought against Practeus, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Right arising out of, or in connection with, the receipt or use in the performance of this agreement of the Client Materials.

8.8. If either party (the Indemnifying Party) is required to indemnify the other party (the Indemnified Party) under this clause 8, the Indemnified Party shall:

- 8.8.1. notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 8.6(b) or clause 8.7(b) (as applicable) (IPRs Claim);
- 8.8.2. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- 8.8.3. provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by Practeus of the Indemnified Party's costs so incurred; and
- 8.8.4. not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

9. COMPLIANCE WITH LAWS

- 9.1. In performing its obligations under this agreement, both parties shall comply with Applicable Laws; and
- 9.2. Changes to the Services required as a result of changes to Applicable Laws shall be agreed via the change control procedure set out in clause 6 (Change control).

10. DATA PROTECTION

- 10.1. Both parties will comply with all applicable requirements of the Data Protection Legislation.

- 10.2. Both parties acknowledge and agree that neither party shall pass, share, Process or otherwise allow the other access to any Personal Data pursuant to this agreement and that any such Processing is subject to terms and conditions on the Platform which the Client is required to accept in order to access the Platform.

11. CONFIDENTIALITY

- 11.1. Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by clause 11.2.
- 11.2. Each party may disclose the other party's confidential information:
- 11.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
 - 11.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12. LIMITATION OF LIABILITY AND INDEMNITIES

- 12.1. Except as expressly and specifically provided in this agreement:
- 12.1.1. the Client assumes sole responsibility for results obtained from the use of the Services and the Deliverables by the Client, and for bookings made by End Users using the Services. Practeus shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Practeus by the Client in connection with the Services, or any actions taken by Practeus at the Client's direction;
 - 12.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
 - 12.1.3. the Services and the Deliverables are provided to the Client on an "as is" basis.
- 12.2. Nothing in this agreement excludes the liability of Practeus:
- 12.2.1. for death or personal injury caused by Practeus' negligence; or
 - 12.2.2. for fraud or fraudulent misrepresentation.
- 12.3. Subject to clause 12.1 and 12.2:
- 12.3.1. Neither party shall be liable to the other whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement;

- 12.3.2. Practeus' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the higher of one hundred thousand pounds (£100,000.00) or an amount equal to the total subscription fees paid or payable by the Client during the twelve (12) months immediately preceding the date on which the claim arose; and
 - 12.3.3. Client's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the higher of one hundred thousand pounds (£100,000.00) or an amount equal to the total subscription fees paid or payable by the Client during the twelve (12) months immediately preceding the date on which the claim arose. This clause shall not apply to the Client's liability under clause 4.1(d) (Breach of competition law), clause 8 (Intellectual Property), clause 10 (Data Protection) and clause 11 (Confidentiality), which shall remain unlimited.
 - 12.4. The Client shall defend, indemnify and hold harmless Practeus against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Deliverables, provided that:
 - 12.5. the Client is given prompt notice of any such claim;
 - 12.6. Practeus provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
 - 12.7. the Client is given sole authority to defend or settle the claim.
13. TERMINATION
 - 13.1. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - 13.2. the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;
 - 13.3. the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - 13.4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
 - 13.5. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent

- amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 13.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.7. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - 13.8. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - 13.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 13.10. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 13.11. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(c) to clause 13.2(i) (inclusive); or
 - 13.12. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
 - 13.13. Practeus may terminate this agreement with immediate effect by giving written notice to the Client if there is a change of control of the Client.
 - 13.14. On termination of this agreement for any reason:
 - 13.14.1. all licences granted under this agreement shall immediately terminate and the Client shall immediately cease (and procure that the Chamber Management Team End Users cease) all use of the Services and the Documentation;
 - 13.14.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - 13.14.3. Practeus may destroy or otherwise dispose of any of the Client Materials in its possession unless Practeus receives, no later than ten (10) days after the effective date of the termination of this agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Materials. Practeus shall use reasonable commercial endeavours to deliver the back-up to the Client within thirty (30) days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by Practeus in returning or disposing of Client Materials;
 - 13.14.4. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the

agreement which existed at or before the date of termination shall not be affected or prejudiced; and

13.14.5. the Client shall immediately pay to Practeus all of Practeus's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Practeus may submit an invoice, which shall be payable immediately on receipt; and

13.14.6. the following clauses shall continue in force: clause 1 (Interpretation), clause 5 (Non-solicitation), clause 8 (Intellectual property rights), clause 11 (Confidentiality), clause 12 (Limitation of liability), clause 13.3 (Consequences of termination), clause 17 (Waiver), clause 19 (Severance), clause 21 (Conflict), clause 26 (Governing law) and clause 27 (Jurisdiction).

14. FORCE MAJEURE

14.1. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- 14.1.1. acts of God, flood, drought, earthquake or other natural disaster,
- 14.1.2. epidemic or pandemic;
- 14.1.3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 14.1.4. nuclear, chemical or biological contamination or sonic boom;
- 14.1.5. any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition[, or failing to grant a necessary licence or consent];
- 14.1.6. collapse of buildings, fire, explosion or accident;
- 14.1.7. non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- 14.1.8. interruption or failure of utility service.

14.2. Provided it has complied with clause 14.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

14.3. The Affected Party shall:

- 14.3.1. as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- 14.3.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

14.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4), the party not affected by the Force

Majeure Event may terminate this agreement by giving two (2) weeks' written notice to the Affected Party.

15. ASSIGNMENT AND OTHER DEALINGS

- 15.1. This agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 15.2. Practeus may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement[, provided that Practeus gives prior written notice of such dealing to the Client.

16. VARIATION

- 16.1. Subject to clause 6 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. WAIVER

- 17.1. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 17.2. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18. RIGHTS AND REMEDIES

- 18.1. The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law

19. SEVERANCE

- 19.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 19.2. If any provision or part-provision of this agreement is deemed deleted under clause 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. ENTIRE AGREEMENT

- 20.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

21. CONFLICT

- 21.1. If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

22. NO PARTNERSHIP OR AGENCY

- 22.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 22.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23. THIRD PARTY RIGHTS

- 23.1. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

24. NOTICES

- 24.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
 - 24.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 24.1.2. sent by email to the address as notified by each party.
- 24.2. Any notice shall be deemed to have been received:
 - 24.2.1. if delivered by hand, on signature of a delivery receipt;
 - 24.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the Business Day after posting; and
 - 24.2.3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 24.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 24.3. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25. COUNTERPARTS

- 25.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 25.2. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If such method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter
- 25.3. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

26. GOVERNING LAW

- 26.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27. JURISDICTION

- 27.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
- 27.2. This agreement has been entered into on the date stated at the beginning of it.

Schedule 1

1. Services

Subject to payment of the Charges and performance of the Client Dependencies by the Client, Practeus shall use reasonable endeavours to provide the following services to the Client:

For locums
Free NASGP membership of Membership Plus or Chambers. Membership Plus = independent GP locums who wish to remain more autonomous. Chambers = additional peer, administrative and clinical support. The GP locum simply chooses which is the best fit for them.
All related Instant Book fees waived
Unlimited and free use of LocumDeck
Partner/salaried jobs board
Regular online webinars/tutorials (to GPs new to locuming)
Webinars for all GP locums at all career stages
NASGP Sessional Community Forum free access
NASGP Relationship Manager
For practices
Free use of LocumDeck
Free booking fees
Ongoing demos/webinars/support for PMs
Ongoing feedback and account management
Unlimited free partnership and salaried job adverts
LocumDeck helpdesk (Mon-Fri 9-5pm)
Regular workshops for PMs (making the best of your GP locum workforce)
NASGP Relationship Manager
For PCO
Regular NASGP comms support, partnership meetings, data reports, key metrics and insights
Sessional GP engagement
Practice engagement

Dedicated landing/signposting web pages (+ management/maintenance)
Social engagement and targeted marketing to GPs and practices through email, Facebook, LinkedIn, YouTube and Twitter
NASGP Relationship Manager

2. Client Dependencies

The dependencies are the Client’s performance of its obligations in the agreement and the following, specific requirements:

- a. Building a shared comms strategy to promote engagement and recruitment of locums and practices
- b. Additional support and focus in accessing practices, practice managers and all other relevant networks to assist with the practice engagement plan (eg PCNs, practice manager meetings etc)
- c. Liaising on producing of promotion materials
- d. Regular comms meeting by phone or face to face
- e. Availability of Client’s manager to liaise with NASGP

Schedule 2

Charges, costs and payment charges

The Client shall be invoiced for and pay the following Charges at the commencement of the Service Period:

- £ [Per pricing Matrix] plus VAT
- Payment terms: Invoice due on presentation.

Agreed between the parties on the date set out at the beginning of this agreement

Signed by Richard Fieldhouse for and on behalf of PRACTEUS LIMITED

Director

Signed by <<Director>> for and on behalf of <<organisation>>

Director

Link to T&Cs on website

- <https://www.nasgp.org.uk/terms-of-use/>



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