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CLIENT AGREEMENT

Please read the following agreement carefully and complete the registration page.
Please sign all pages and return completed document to Mouldmed Locums
International Exchange.

1. Introduction

- i. **The Agency** means the locum agency whose name is reflected above;
- ii. **Client/practice** means the person, practice, hospital, institution or clinic requiring the service of the Agency;
- iii. **Candidate** means the person wishing to do locum work for the Agency at a medical institution;

The Agency supports and complies with all the laws and regulations of the Republic of South Africa. The Agency is a service-orientated association and will do everything possible to ensure that the Applicant placed with the Client is suitable.

It is the Agency's discretion and right to choose without explanation to which certain positions would be offered. Positions are offered to Candidates as they are offered to the Agency and the agency can not be held responsible for the availability of Candidates. The terms of this agreement will only take affect when the Client indicates acceptance of a placement.

The Client agrees that on his/her acceptance of a placement by the Agency, he/she will serve as a Employer for the selected Candidate for the specified dates and times and shall furthermore comply with all responsibilities as expected from a medical institution. During the said period, the Candidate shall attend diligently to the medical patients in the practice as expected by the industry standards and the client's expectations.

2. Attendance:

Once a Client has accepted a placement, whether it is verbally or in writing, and will not be able to execute the contract (for whatever reason), he/she is to advise the Agency at least 48 (Forty Eight) hours prior to the commencement of such placement in the case of positions with a time span of less than one week, and one week notice in the case of positions with a duration of more than one week. If the Client fails to advise the Agency verbally or in writing in the given period of time, the Agency reserves its right to charge the Client for loss of income to the agency. Should the candidate wish to pursue a loss of income, the action will be between the candidate and the client.

The client indemnifies the agency from such action. However, if the circumstances are that the Client are not able execute the contract due to whatever reason, but he/she still verbally or in writing gives notice within reasonable time prior to the commencement of such placement, the Agency will attempt to source a new Candidate for that position.

Please initial here _____

The acceptance by or on behalf of the Client for the services of a Candidate or the commencement by an Applicant of services or work for the Client (whichever occurs first) is to be deemed to be acceptance of and agreement to these Conditions on the part of the Client. The Client is to adhere diligently to the times and dates specified for the placement. Should any deviance from these times be required, the amendments must be noted in writing and agreed upon by both the Candidate and the Client. The agency can not be held responsible for loss of income pertaining to the amendment of hours worked. The Basic conditions of employment act and other statutory provisions (i.e. Sick Leave or Annual leave) are included in the hourly rate paid.

3. Notice Period:

The Client will be expected to allow a candidate to complete all positions accepted. Should the Client not be able to complete the contracted position, a notice period of one week will be required for a position of less than one month and more than one week, and two weeks notice of positions more than one month. For positions less than one week, the Candidate will be expected to complete the position. The exception on the notice period will be considered should the Client indicate unethical behavior by the Candidate. Such exception will only be considered if the unethical behavior can be proven. The same terms of the notice period will be expected from the Candidate and the Agency including exceptions made due to the conduct of the Client.

4. Timekeeping

It is the responsibility of the Candidate to submit timesheets to the Agency on a regular basis. Timesheets must be faxed to the Agency with a minimum interval of one week or at the end of any placements shorter than one week. All time sheets must indicate clearly the start and end times of the shift, date of the shift and duration of the shift excluding any breaks taken. The timesheet must be signed by the Candidate for each shift worked and also signed by the duly authorized person as identified by the Client. Should the Candidate or client not adhere to the procedures of timekeeping as above, delays in the payment of the remuneration of the Candidate will be inevitable.

Please initial here _____

5. Payment Terms

The Client has to pay the Agency (MLIE) on or before the 7th of the following month for all the invoices processed up till the end of the previous month unless other payment arrangements had been made with the Agency.

6. Remuneration

The Agency does not release any payments to Candidates before the payment has been received from the client and the Agency has finalized the payroll. The Candidate may not receive any remuneration from the Client unless specifically agreed upon by the Client and The Agency. The Candidate also accepts that the Agency is compelled by law to deduct any and all taxes and levies as required by the South African Revenue Service.

Please initial here _____

7. General Provision

- a. If the client should find that the Applicant assigned is not satisfactory for any fair reason, the Client may notify the Agency within one (1) business day and request that the Applicant be replaced.
- b. Applicants will not be paid directly by the Client unless otherwise agreed by all parties. The Client will receive a tax invoice from the Agency, and payment must be made within seven (7) days of receiving the invoice. As the Agency is compelled to subtract tax from the Applicant's remuneration and to supply an IRP 5 certificate to each Applicant at the end of the financial year, it would be unethical for the Client to pay the Applicant directly. Invoices not queried within seven (7) days of date of invoice will be accepted as correct.
- c. The Applicant will be required to conform to the Client's rules, procedures and policies that are in effect at the Client. The Client warrants and confirms that its policies and work clients comply fully with the highest ethical standards and fully with current legislation. The Agency accepts no liability whatsoever for any loss, damage or expense arising as a consequence of any act or omission by the Applicant during such time as the Locum is under the control or direction of the Client. It is expressly understood between the Client and the Agency that only the Client is in a position to assess or insure against the risk in respect of, or during, or arising out of the period for which any Applicant is working for the Client.
- d. Both the Agency and the Client acknowledge that they are jointly and severally liable for contraventions of relevant minimum standards referred to in Section 198 of the Labour Relation Act, No 66 of 1995. The Client recognizes that many aspects of the relationship it will enjoy with the Agency's Applicant fall directly or indirectly under its control.
- e. The Agency will indemnify the Client and hold it harmless from any claim, demand, and cause of action, liability, loss or expense arising by reason of non-compliance with the provisions of all relevant laws and agreements where compliance is under the Agency's direct control. The Client likewise will indemnify the Agency and hold it harmless from any claim, demand, and cause of action, liability, loss or expense arising by reason of non-compliance with the provisions of all the relevant laws and agreements where compliance is under the Client's direct or indirect control.

Please initial here _____

- a. The Client warrants that no collective bargaining agreement, wage determination, bargaining council agreement, or any other similar minimum standards, instruments or law, other than the Basic Conditions of Employment Act, no 75 of 1997, applies to the category of the Agency's Applicant presently assigned to the Client.
- b. The Client agrees to comply with all relevant legislation and agreements, which relate to the employment of the Agency's Applicant and will ensure that the Agency's Locum on assignment will enjoy all rights and benefits contemplated under the laws of the Republic of South Africa, including freedom from unfair discrimination.
- c. The Client will allow the Agency to comply fully with the obligations which rest on the Agency during the period of the assignment, including, but not limited to the Agency's obligation to ensure that any termination of an assignment or withdrawal of any assignee prior to expiry, or any other change or other matter concerning an Agency Applicant, effected lawfully and in accordance with the requirements or substantive and procedural fairness. The Client's obligations will include providing the Agency with sufficient time to comply with its obligations.
- d. The Client agrees that it will not request or require the Agency to terminate any assignment, prior to the agreed date of termination, unless the Agency, after dealing with the matters procedurally in terms of its obligations under the Labour Relations Act, and in accordance with accepted industrial relations client, is satisfied that substantive ground exists for a fair termination of the assignment.
- e. The Client and its employees will participate fully in any procedures required by the Agency concerning any allegations of misconduct, incapacity and/or operational requirement dismissals or related matters.
- f. The Client will give the Agency prompt notification of any deviation by the Agency's Applicant from the agreed-upon performance standards and procedures and a full opportunity to intercede to ensure appropriate counselling on performance and provide a reasonable opportunity for improvement.
- g. Each party consents to the jurisdiction of the Magistrate's Court having territorial jurisdiction in respect of any action or proceedings which may be brought against it by the other party, provided that either party shall be entitled to bring proceedings in the High Court where such proceedings would, but for such consent, fall outside the jurisdiction of the Magistrate's Court.

Please initial here _____

8. Breach

- a) If any party to this agreement refuses or neglect to fulfill any obligation under this agreement and continues with such refusal or neglect for a period of 14 (fourteen) days after receipt of written notice to rectify such breach, the party affected thereby may, without prejudice to any other right he may have, whether to claim damages, specific performance or otherwise, cancel this agreement by further written notice to the party in breach by registered mail.
- b) The parties agree that the service the Agency renders is made possible only by a substantial investment in advertising, screening and selecting a large number of Applicants for placement at various Clients.
- c) The Client undertakes that neither they nor any person, associated person, subsidiary division or other related entity or other legal person with whom the Client is associated, whether directly or indirectly to whom the Applicant was assigned or introduced, will use the service of, or offer employment to, or accept an application from such an Applicant.
- d) Personal information of the Candidate disclosed to the Client, once released, binds the Candidate & Client contractually with the Agency. The Candidate once introduced will not directly or indirectly be solicited for employment. The Client will not interfere or entice the Candidate away from the Agency regardless of any contact made prior to the introduction. The use and retention of this Candidate remains at the discretion of the Agency. The candidate may not be retained by the Client under any circumstances without prior consent of the Agency.

The above will be applicable for a 6 (six) Month period whether the offer is for Permanent, Temporary, Partnership or Association placement. The Client shall pay the Agency a once off fee of R20, 000 (Twenty Thousand rand) excluding vat for any **Permanent Position** offered and agreed to for a MLIE candidate unless agreed otherwise in writing and signed between the Agency and Client. The Client acknowledges that if any of the above undertakings are breached in any respect, the Client will be liable to pay the Agency immediately a penalty fee of R20, 000-00 (Twenty Thousand Rand) excluding Vat.

Please initial here _____

9. Agreement

I have read and understand the contents of this agreement, and fully accept the terms and conditions of this agreement.

TO BE COMPLETED BY THE APPLICANT COMPANY
PLEASE USE UPPER CASE LETTERING

Registered name of company																
Trading as																
Dispense License Number																
Practice Reg. Number																
VAT Number																
Nature of Business																
Date of Registration	Y	Y	Y	Y	M	M	D	D								

Contact person																					
Tel:											Fax:										
Cell;											E-Mail:										

Physical Address																			
														Code					
Invoicing Address																			
														Code					

Name and Addresses of Directors/ members/ partners/ proprietors		
Full name	Residential Address	Identity Number

I _____ (Full Name) hereby warrant that:

1. All the information in this application is true, correct and up to date,
2. I am duly authorized to seek credit facilities for the applicant company,
3. I have read and accept the attached standard terms of service,
4. Surety Clause: The Applicant Company acknowledges and agrees that they bind themselves in accordance with the terms of service as surety and co-principal debtor in solariums, with the debtor in favor of the creditor for the due payment by the debtor of all amounts which may, now or at any time hereafter become payable by the debtor to the creditor.

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Signature

Capacity

Date

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Signature	Capacity	Date