

THESE TERMS AND CONDITIONS apply in relation to any services provided by Lantum Limited (Company No. 07529895) a company incorporated in England and Wales whose registered office is at 4th Floor, 15 Bonhill Street, London, EC2A 4DN ("**Lantum**").

The General Terms and Conditions and Schedules 1 to 6 apply to you where you are a healthcare provider such as a GP practice (the "**Client**"). Schedules 6 and 7 apply to you where you are a Healthcare Professional (as defined below). For the avoidance of doubt Schedule 7 is not applicable to the relationship between Lantum and the Client, but instead relates to a separate service provided by Lantum to Healthcare Professionals.

The following terms and conditions (other than Schedule 7) apply to the Client's use of the Lantum Web Platform which is owned and maintained by Lantum, and the services available from the Lantum Web Platform (together, the "**Lantum Service**"). You as Client should please read these terms carefully. By using the Lantum Web Platform and/or using the Lantum Service you as the Client agree that you have read, understood and agreed to these Terms (each as amended from time to time). If you do not agree to these Terms you must not use the Lantum Web Platform or use the Lantum Service.

BACKGROUND:

- (A) Lantum is in the business of providing a web-based platform to help healthcare professionals find healthcare providers who want to engage their services, and healthcare providers find healthcare professionals who want to provide services.
- (B) Lantum may, at the option of the healthcare provider, provide a service which allows that healthcare provider to subscribe to the Lantum Service.
- (C) Lantum may, at the option of the healthcare provider and with the relevant healthcare professional's consent, provide a service which allows that healthcare provider to create a staff pool/bank of healthcare professionals.
- (D) Lantum may, at the option of multiple healthcare providers, set up a collaboration which allows such healthcare providers to create and access a shared staff pool/bank of healthcare professionals.
- (E) Lantum shall facilitate introductions to healthcare providers of healthcare professionals in accordance with the terms of this Agreement.
- (F) Healthcare Professional Services (as defined below) under these General Terms and Conditions may, for reasons of convenience, be paid for via Lantum, but the parties acknowledge and accept that any payment relating to Healthcare Professional Services shall be the ultimate responsibility of the Client and paid under or in consequence of the agreement between the Healthcare Professional and Client and not under any agreement between the Client and Lantum.
- (G) Where Healthcare Professional Services are provided by a Healthcare Professional who provides such services via a personal service company, it may be necessary for deductions to be made from the sums payable to the Healthcare Professional to account for PAYE and NICs. These deductions relate to the Income Tax (Earnings and Pensions) Act 2003 Part 2 Chapter 10 as outlined in the Schedule 1 of the Finance (No.2) Bill 2017 and are intended to help all in the supply and payment chain avoid liability under such legislation and related legislation. It is acknowledged however that the making of such deductions (and the making of relevant payments to HMRC) does not necessarily constitute acceptance by Lantum that, in its capacity of payment agent, it is the "fee payer" for the purposes of such legislation.
- (H) Lantum may also from time to time offer commercial finance services (currently known as Rocketpay) to certain Healthcare Professionals.

IT IS AGREED as follows:

1. Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means the agreement between Lantum and the Client comprising the terms set out in this document and any Engagement Details relating to a relevant Engagement.

"Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

"Client Assessment" has the meaning set out in clause 3.4.

"Client Services" means the services to be performed by the Client under this Agreement.

"Client's Group" means the Client, any body corporate of which the Client is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Client.

"Client Staff Bank" means the details of healthcare professionals known to the Client which have, with the healthcare professionals' consent, and subject to clause 2.2 of Schedule 2, been registered to the Client Staff Bank on the Lantum Web Platform.

"Client Staff Bank Engagement" means the Client's engagement of a Healthcare Professional sourced from their Client Staff Bank on the terms set out in the Healthcare Professional Agreement.

"Collaboration" means an association of two or more healthcare providers (including the Client) who have consented to being associated together for the purposes of maintaining a Collaborative Bank.

"Collaborative Bank" means the details of Healthcare Professionals known to any healthcare provider within the Collaboration, which have, with the Healthcare Professionals' consent, and subject to clause 2.2 of Schedule 2, been registered to the Collaborative Bank on the Lantum Web Platform, for the purposes of allowing each of the members of the Collaboration to access such details.

"Collaborative Bank Engagement" means the Client's engagement of a Healthcare Professional sourced from their Collaborative Bank on the terms set out in the Healthcare Professional Agreement.

"Commercial Agent" means an agent authorised to negotiate or conclude the sale or purchase of goods or services on behalf of the payer (being the Client) or the payee (being the Healthcare Professional).

"Commercial Agents Exemption" means the exemption outlined in the Payment Services Regulations 2009 for Commercial Agents.

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"Data Protection Laws" means any laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/136/EC) and any legislation implementing or made pursuant to such directives, including (in the UK) the Data Protection Act 1998 (the **"DPA"**) and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) from 25 May 2018, EU Regulation 2016/679 ("**GDPR**"); and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.

"Engagement" means a Marketplace Engagement or a Client Staff Bank Engagement, or a Collaborative Bank Engagement or an Instantly Bookable Engagement. **"Engaged"** and **"Engage"** shall be construed accordingly.

"Engagement Details" means any terms entered on the Lantum Web Platform relevant to an Engagement or proposed Engagement and including the general requirements of a potential Vacancy posted by the Client on the Lantum Web Platform, including start time, end time, type of work including the structure of the day (stating clearly if there are catch up slots for example and also rates of pay, if different, for non-patient facing time slots), where relevant the Representative (and, where relevant, their PSC) , and if there are any additional requirements including (without limitation) any form of standard agreement setting out the terms of a Healthcare Professional Agreement, home visits, administrative tasks, follow ups, telephone

consultations, prescriptions, number of patients to be seen in the time, location, travel information to the practice, fee rate, and health and safety details and whether and on what basis employers' pensions contributions will be paid to the Healthcare Professional in respect of the Engagement (provided that the Healthcare Professional does not contract through a PSC).

"Healthcare Professional" means the individual named in the relevant Engagement Details relating to the relevant Engagement, or where the individual provides his/her services via a PSC or other Supplier, the PSC or other Supplier.

"Healthcare Professional Agreement" means an agreement between the Client and the Healthcare Professional in the form set out in Schedule 4 or such other standard form (specific to that Client) as may be set out (or referred to or linked to) in the Engagement Details (and in either case incorporating relevant details from the Engagement Details).

"Healthcare Professional Invoice" has the meaning set out in clause 5.1.

"Healthcare Professional Services" means the services to be performed by a Healthcare Professional personally or via a Representative in relation to an Engagement.

"Inside IR35" means where the circumstances (under which the Healthcare Professional will provide the Healthcare Professional Services under the Engagement) are such that the requirements set out in s61M(1) of the Off Payroll IR35 Legislation are satisfied.

"Instantly Bookable Engagement" means an Engagement that is offered to Selected Healthcare professionals, via Staff Bank, that is entered into once accepted by the Selected Healthcare professional (as outlined in clause 4.6).

"Introduction" means the Client directly or indirectly receiving, viewing or having access to any Marketplace information via the Lantum Web Platform which identifies or relates to a person who may act as a Healthcare Professional or Supplier. The date of Introduction shall be the date that the Client obtains any such information. **"Introduces"** and **"Introduced"** shall have the corresponding meanings.

"Lantum Checks" means the checks as set out in Schedule 5.

"Lantum Web Platform" means www.lantum.com

"Lantum Service" has the meaning set out at the head of this Agreement.

"Lantum Service Fee" means the fee payable by the Client to Lantum as set out in Schedule 1A.

"Late Payment Charge" has the meaning set out in clause 5.6.

"Loan" has the meaning set out in clause 5.4.

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

"Marketplace" means the healthcare professionals who have, independently of the Client, registered with the Lantum Web Platform, or who have otherwise had their details added to the Lantum Web Platform by someone other than the Client or a healthcare provider within Collaboration with the Client.

"Marketplace Engagement" means the Client's engagement of a Healthcare Professional, who has introduced him/herself to the Client via the Marketplace, on the terms set out in the Healthcare Professional Agreement.

"Off-Payroll IR35 Legislation" means Income Tax (Earnings and Pensions) Act 2003 Part 2 Chapter 10 as outlined in the Schedule 1 of the Finance (No.2) Bill 2017).

"Off Platform Payment Charge" is the amount specified as such in Schedule 1A and payable in the circumstances set out in clause 5.

"Outside IR35" means where the circumstances (under which the Healthcare Professional will provide the Healthcare Professional Services under the Engagement) are such that the requirements set out in s61M(1) of the Off Payroll IR35 Legislation are not satisfied.

"Payment Services Regulations" means the Payment Services Regulations 2009.

"PSC Contractor" means an individual who controls and directs a limited company through which they contract and offer their services on an independent business to business basis.

"PSC" means the limited company through which a PSC Contractor operates.

"Representative" means in relation to a Healthcare Professional who is a PSC Contractor, the individual to whom the PSC Contractor delegates or subcontracts the performance of the Healthcare Professional Services and named as such in the Engagement Details.

"Staff Bank " means the Client's selection of preferred healthcare professionals whose details are designated as preferred by the Client on the Lantum Web Platform.

"Subscription Service" means where a Client subscribes to using the Lantum Service for a set period of time to find and engage a certain number of hours of Healthcare Professional Services (the set period of time and number of hours of Healthcare Professional Services to be agreed with the Client in a Subscription Service Schedule) via the Marketplace.

" Subscription Fee" means the fee payable for the Lantum Subscription Service, as outlined in Schedule 1A.

"Subscription Services Schedule" means Schedule 1C to this Agreement as may from time to time be amended;

"Supplier" means (if applicable) an intermediary (including a PSC), via which the Healthcare Professional performs Healthcare Professional Services, and references to Healthcare Professional in this Agreement shall include references to any Supplier of that Healthcare Professional.

"Timesheet" means a record posted on the relevant part of the Lantum Web Platform, or such other system as is used to record the time and attendance details of Healthcare Professionals on Engagements, from which electronic timesheets are generated.

"Vacancy" means the specific details of a potential vacancy at the Client (in respect of which the Client has issued a Vacancy Notification). **"Vacancies"** shall be construed accordingly.

"Vacancy Notification" means a notification by the Client to the Healthcare Professional through the Lantum Web Platform of a vacancy to perform the Healthcare Professional Services in accordance with Engagement Details and these General Terms and Conditions.

1.2 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after the date of this Agreement) under it from time to time.

1.3 Where the context permits, words denoting:

- (a) persons shall include bodies corporate and unincorporated associations of persons;
- (b) the singular include the plural and vice versa;
- (c) one gender shall include any gender; and

1.4 Where the Healthcare Provider operates via a Supplier then references in these Terms and Conditions to the Healthcare Professional shall refer to the Supplier.

2. **Lantum's obligations**

2.1 Lantum shall (subject to availability) provide systems:

- (a) which may facilitate the Introduction of a healthcare professional;
- (b) via which the Client can maintain, access and send Vacancy Notifications to their Client Staff Bank;
- (c) via which multiple healthcare providers can form a Collaboration;
- (d) via which each healthcare provider in a Collaboration can maintain, access and send Vacancy Notifications to their Collaborative Bank;
- (e) via which the Client can create, maintain, access and send Vacancy Notifications to their Staff Bank contacts; and

- (f) to fill a Vacancy and perform an Engagement in accordance with the terms of this Agreement, and in particular in accordance with clause 4 (Vacancy-Filling Process). Subject to Schedule 2, Clause 4, Lantum will carry out Lantum Checks.
- 2.2 Lantum will use its reasonable endeavours to carry out certain other checks (as may from time to time be specified by it on the Lantum Web Platform) on Healthcare Professionals and any named Representatives who register on the Marketplace, and in accordance with Schedule 2, Clause 4.
- 3. The Client's obligations**
- 3.1 The Client agrees that by submitting a Vacancy Notification on the Lantum Web Platform the Client has given Lantum authority to provide a system under which the Client may try to find a healthcare professional for that Vacancy.
- 3.2 The Client agrees that where it has agreed to receive the Subscription Service the provisions of Schedule 1B and 1C shall apply (in addition to the other terms of this Agreement) to the Client's use of the Lantum Services.
- 3.3 The provisions of Schedule 2 shall also apply to any Vacancy Notification(s) issued via a Client Staff Bank or Collaborative Bank in addition to the provisions set out in this Clause 3.
- 3.4 The provisions of Schedule 3 shall also apply to any Vacancy Notification(s) issued via Staff Bank in addition to the provisions set out in this Clause 3.
- 3.5 Where the Healthcare Professional is providing its Healthcare Professional Services to the Client on an Engagement via its PSC, the Client shall, prior to the Engagement start date, provide written notice to Lantum confirming whether, having carried out an assessment using reasonable care, the circumstances under which the Healthcare Professional will provide the Healthcare Professional Services under the Engagement fall Inside IR35 or Outside IR35 ("**Client Assessment**").
- 3.6 The Client warrants, represents and undertakes that:
- (a) when submitting a Vacancy Notification or other records or details relating to an Engagement it will not breach or directly or indirectly cause Lantum to breach any anti-discrimination laws or provide any information or make any requests that may bring Lantum into disrepute;
 - (b) it will not block a Healthcare Professional or Representative from work with the Client for any reason that is of an unlawfully discriminatory nature, or that may bring Lantum into disrepute;
 - (c) all information provided by the Client in the form of Engagement Details or otherwise for the purposes of the Engagement will be true and accurate and up to date;
 - (d) it will supply information to Lantum via the Lantum Web Platform confirming the performance of the Healthcare Professional Services by appropriate completion of the Timesheet; and
 - (e) where the Healthcare Professional is providing his/her services to the Client on an Engagement via his/her PSC, the Client had in relation to the Engagement, all the information it needed to carry out the Client Assessment.
- 3.7 Where the Healthcare Professional is providing his/her Healthcare Professional Services to the Client on an Engagement via his/her PSC, the Client hereby acknowledges, confirms and agrees that:
- (a) Lantum shall be entitled to rely on the Client Assessment as evidence upon which to make a decision as to whether (as agent for the Client) to pay the Healthcare Professional gross or net of PAYE and Class 1 National Insurance Contributions (primary and secondary); and
 - (b) Lantum may, pursuant to section 61T(4) of the Off-Payroll IR35 Legislation, request the Client to provide reasons for the conclusion reached in the Client Assessment. If so requested, the Client shall, within 31 days of the date of such request, provide to the Healthcare Professional written confirmation of its reasons for reaching its Assessment.
- 3.8 The Client agrees that it shall give to Lantum in the Engagement Details and/or otherwise as requested by Lantum information confirming:

- (a) the identity of the Client;
- (b) the date on which the Client requires provision of the Healthcare Professional Services to commence and the duration or likely duration of provision of the Healthcare Professional Services;
- (c) in the case of a Marketplace Engagement, the experience, training, qualifications and any authorisations which the Client considers are necessary, or which are required by law or by any professional body, in particular the General Medical Council and the Care Quality Commission for the Healthcare Professional to possess in order to provide the Healthcare Professional Services. For the avoidance of doubt Lantum will carry out checks on GP clinicians but it is agreed that (unless specifically agreed otherwise with Lantum in writing) responsibility for checks on non-GPs will rest with the Client;
- (d) what is needed by Lantum to carry out the Lantum Checks;
- (e) when the Client has Engaged a Healthcare Professional so that the appropriate Lantum Service Fee can be calculated and invoiced in respect of that Engagement; and
- (f) that it is a genuine provider of healthcare and/or medical services and it shall not on-supply the services of a Healthcare Professional to any third party such as a locum agency (whether as acting as an employment agency or employment business or otherwise).

3.9 The Client shall:

- (a) (where it decides to engage a Healthcare Professional) engage each Healthcare Professional on the terms of a Healthcare Professional Agreement;
- (b) carry out risk assessments of the Healthcare Professional Services to be undertaken and notify the Healthcare Professional and immediately of any specific or potential hazards relating to the Engagement and any precautions the Healthcare Professional should take in relation to such risks;
- (c) not allow the Healthcare Professional to undertake any work that is hazardous without first undertaking a risk assessment and notifying the Healthcare Professional of any risks identified;
- (d) if applicable, make clear to the Healthcare Professional and any Supplier what rules (including but not limited to health and safety, site and security policies, procedures and regulations) apply in respect of the location(s);
- (e) ensure that any and all equipment, and protective clothing are in good order and are suitable, safe and comply with all relevant health & safety legislation;
- (f) check and sign or electronically verify timesheets Timesheet (in a form approved by Lantum) verifying the number of hours worked by the Healthcare Professional which shall be deemed to be confirmation of satisfactory performance of the Healthcare Professional Services by the Healthcare Professional unless the Client expressly notifies Lantum otherwise in writing;
- (g) notify Lantum immediately if it is dissatisfied with the performance by the Healthcare Professional of the Healthcare Professional Services; and
- (h) (without limitation to the above) not commit any act or omission constituting unlawful discrimination against or harassment of any Healthcare Professional or Representative in connection with the performance of the Healthcare Professional Services.

3.10 The Company shall be entitled to terminate the Engagement by notice to the Client with immediate effect if:

- (a) it does not receive a Client Assessment from the Client pursuant to clause 3.5 above;
- (b) it has reasonable grounds to believe that the circumstances under which the Healthcare Professional Services are provided and/or the nature of the Assignment have changed and/or require re-assessment;
- (c) the Client provides a Client Assessment, but later changes this Client Assessment (so that a Client Assessment that previously stated that the Engagement was Outside IR35, is changed to state that the Engagement is Inside IR35); or

- (d) it receives a late Client Assessment which indicates that the Company's assumption (in the absence of a valid Client Assessment) about the IR35 status of the Consultant may no longer be valid.
- 3.11 The Client shall co-operate with Lantum's reasonable requests for information in the event that HMRC and/or the Healthcare Professional challenge(s) the Client Assessment and/or Lantum's decision to pay the Healthcare Professional net or gross of PAYE tax and National Insurance Contributions.
- 3.12 The Client shall notify Lantum without delay if it has reason to believe that the circumstances under which the Healthcare Professional Services under the Engagement are provided has or will change such that the outcome of the Client Assessment would be different to that previously notified to Lantum.
- 3.13 The Client shall indemnify (and keep it indemnified fully on demand) and hold harmless Lantum against any and all Losses suffered by Lantum arising out of or in connection with:
- (a) Lantum relying, in good faith, on a Client Assessment which, was at the date of notification of such Client Assessment to Lantum, incorrect, incomplete, out of date or misleading. For the avoidance of doubt, an Outside IR35 Client Assessment based on the outcome of a test run by the Client using HMRC's online tool shall not absolve the Client from liability under this clause if, in fact, the information inputted by the Client was incorrect, incomplete, out of date or misleading in any way or HMRC otherwise decides that the Outside IR35 Client Assessment is incorrect;
- (b) any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Client and suffered or incurred by Lantum arising out of or in connection with any claim made against Lantum by a third party arising out of or in connection with the Client's failure to comply with its obligations under section 61T of the Off-Payroll IR35 Legislation (or arising out of or in connection with the Client's failure to comply with such obligations if it were deemed to be a "client" for the purposes of the Off-Payroll IR35 Legislation);
- (c) any breach of the warranties contained in clause 3.
- 3.14 Nothing in clauses 3.5, 3.5, 3.7, 3.9(h) 3.10, 3.11, 3.12 or 3.13 shall limit Lantum's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under an indemnity.
- 3.15 It is acknowledged that the making of such deductions (and the making of relevant payments to HMRC) does not necessarily constitute acceptance by Lantum that, in its capacity of payment agent for the Client, it is the "fee payer" for the purposes of the Off-Payroll IR35 Legislation. Where it is not the "fee payer" and pursuant to the above Lantum pays the Healthcare Professional net of PAYE tax and National Insurance Contributions the Client hereby, if so required by Lantum, and to the extent required by law, appoints Lantum as its agent for the purposes of making payment on its behalf to HMRC of the relevant PAYE tax and National Insurance Contributions.
- 4. Vacancy-filling Process**
- 4.1 Subject to the terms of this Agreement, the Client may use the Lantum Web Platform to issue Vacancy Notifications and Timesheets.
- 4.2 Lantum shall operate the Lantum Web Platform so that healthcare professionals are able to apply for Vacancies that the healthcare professionals state they are qualified to perform.
- 4.3 The provisions of Schedule 2 shall apply to any Vacancy Notifications issued via a Client Staff Bank or Collaborative Bank in addition to the provisions set out in this Clause 4.
- 4.4 The provisions of Schedule 3 shall apply to any Vacancy Notification issued via Staff Bank in addition to the provisions set out in this Clause 4.
- 4.5 With the exception of Instantly Bookable Engagements, a contract relating to an Engagement will be deemed to have been entered into between the Client and the Healthcare Professional (on the terms of the Healthcare Professional Agreement) when a Healthcare Professional offers via the Lantum Web Platform to undertake the relevant Engagement and the Client accepts such offer via the Lantum Web Platform.
- 4.6 An Instantly Bookable Engagement will be deemed to have been concluded between the Client and a Healthcare Professional (on the terms of the Healthcare Professional Agreement) upon a

healthcare professional, whose details are held as part of Staff Bank, accepting via the Lantum Web Platform the Client's offer of an Engagement.

5. Payment of Fees

- 5.1 Unless otherwise agreed between the parties, the Client shall pay all Healthcare Professional Invoices via Lantum. Lantum shall be entitled to issue consolidated statements to the Client on a monthly basis (or such other basis as may from time to time be expressly agreed with the Client in writing) which will be made up of the following:
- (a) sums due in respect of any Healthcare Professional invoice received by (or details of which are received by) Lantum (as agent for the Client) and payable by the Client for any Engagement (the "**Healthcare Professional Invoice**");
 - (b) sums due in respect of any Healthcare Professional Invoice assigned to Lantum by the Healthcare Professional and payable by the Client for any Engagement;
 - (c) sums due in respect of repayment to Lantum of any outstanding Loan;
 - (d) sums due in respect of any Lantum invoice in respect of Lantum Service Fees, Subscription Fees;
 - (e) sums due in respect of any Late Payment Charge;
 - (f) any other sums from time to time payable by the Client in accordance with this Agreement and/or as specified in the Engagement Details and/or Lantum Web Platform; and
 - (g) VAT as applicable.
- 5.2 The Client shall pay to Lantum such sums as are set out in a consolidated statement on the Lantum Web Platform in cleared funds to be received by the next occurrence of the monthly payment date agreed between Lantum and the Client (or in any event, no later than the date which is one month after the date of the statement). The payment date/regularity of the payment date may be varied on the Lantum Web Platform.
- 5.3 Any payment by the Client before the relevant due date in respect of any Healthcare Professional Invoice shall be held, once received by Lantum, on trust for the Client pending transfer to the Healthcare Professional. The Client hereby authorises Lantum (as agent for the Client) to make such transfer, provided that Lantum has reasonable grounds for believing that the relevant Healthcare Professional Services have been provided (including such evidence as may be derived from entries made in the Timesheet). Subject to receipt of the relevant payment Lantum agrees to make such payment to the Healthcare Professional on such date.
- 5.4 Lantum may from time to time agree (by appropriate endorsement of the Engagement Details and/or otherwise via the Lantum Web Platform and/or otherwise) to lend to the Client an amount equivalent to the amount of any Healthcare Professional Invoice(s) that is outstanding. The purpose of this loan is to enable the Client to pay the Healthcare Professional(s) the sums due to the Healthcare Professional(s) in respect of the Healthcare Professional Invoice(s) (the "**Loan**") on the date specified in the relevant Engagement Details. Lantum will apply any such Loan by making payment of the Healthcare Professional Invoice(s) to the Healthcare Professional on behalf of the Client. The Client shall repay such Loan as soon as practicable and in any event within 7 days of repayment being requested by Lantum via the Lantum Web Platform or otherwise in writing.
- 5.5 For regulatory reasons Lantum is only able to make Loans to Clients who are either (i) companies or other corporate bodies or (ii) partnerships with more than three partners or (iii) public bodies (e.g. NHS inspection bodies). The Client warrants, represents and confirms that to the extent it receives a Loan it is and shall be for the entirety of that Loan arrangement such an entity.
- 5.6 Where the Client receives a Loan, the Client shall pay a late payment charge. This charge will be such percentage of the Healthcare Professional Invoice as is specified in Schedule 1A ("**Late Payment Charge**") to reflect the cost to Lantum of funding (by way of the Loan) prompt payments to the Healthcare Professional on behalf of the Client, the commitment to prompt payment making Engagements more attractive to Healthcare Professionals and as such being of indirect benefit to the Client in filling Vacancies.
- 5.7 Where a sum representing any of the amounts referred to in clause 5.1 is paid to Lantum pursuant to clause 5.2, Lantum shall be entitled to treat the sum:

- (a) as first discharging the amounts detailed in clause 5.1(b), the Lantum Service Fee, any Late Payment Charge, as payment of interest on any overdue amount due from the Client to Lantum and payment of any other sum due from the Client to Lantum, then
- (b) as repayment of any Loan, and then
- (c) as payment of any sums due from the Client to the Healthcare Professional.

For the avoidance of doubt Lantum shall not (save in relation to the application of any Loan as payment of any Healthcare Professional Invoice(s)) be obliged to make any payment to a Healthcare Professional in respect of any sums due from the Client to the Healthcare Professional before it has received payment from the Client in respect of the same.

- 5.8 The Client shall ensure that payment to the Healthcare Professional is made only as set out in this clause 5. Any action that involves complete or partial payment in any other way shall be a breach of this Agreement. The Client shall indemnify Lantum in respect of any Loss suffered by Lantum directly or indirectly arising as a result of such breach. Without prejudice to any other remedies available to Lantum, the Client shall, if Lantum reasonably considers such a breach to have occurred and notifies the Client accordingly, pay immediately to Lantum the Off Platform Payment Charge, which the parties accept as a genuine pre-estimate of the minimum Loss Lantum shall suffer in respect of such a breach.
- 5.9 The Client shall immediately notify Lantum if a Supplier or Healthcare Professional requests that the Client make a payment directly to it or through any channels other than those specified in this clause 5.
- 5.10 For the avoidance of doubt, in the calculation of the sums due to Lantum in relation to Healthcare Professional Services performed (including without limitation the Lantum Service Fees and Late Payment Charge), an entry in the Timesheet shall be conclusive evidence that the Healthcare Professional Services have been performed to the satisfaction of the Client at the times and for the total period of time set out in such Timesheet. Lantum shall not be responsible for verifying statements or entries relating to hours worked or claims for payment submitted by or on behalf of a Healthcare Professional.
- 5.11 If the Client disputes the hours claimed and the payments due (or not due) in respect of breaks or expenses or otherwise, it shall inform Lantum of this within one Business Day and shall promptly provide all co-operation and information reasonably required by Lantum to establish the hours actually worked and/or expenses incurred by the Healthcare Professional. Any failure to inform Lantum within one Business Day or co-operate shall entitle Lantum to issue a consolidated statement based on such Timesheet and be paid in accordance with this clause 5.
- 5.12 Unless otherwise agreed in writing by Lantum, Lantum will not be obliged to make any rebates or refunds of fees or other sums paid or payable to Lantum or any Healthcare Professional by the Client with respect to the Timesheet changes referred to in clause 5.11.
- 5.13 All amounts due under this Agreement (including any payments due to a Healthcare Professional) shall be paid in full to or via Lantum without any deduction or withholding other than as required by law. The Client shall not be entitled to assert any credit, set-off or counterclaim against Lantum in order to justify withholding payment of any such amount in whole or in part.
- 5.14 Unless otherwise agreed by Lantum, all payments to be made under this Agreement shall be paid via the Lantum Web Platform, using the procedures and details which will be supplied to the Client.
- 5.15 Where Lantum has not agreed to make a loan to the Client, pursuant to clause 5.4, Lantum shall (without prejudice to any other remedy) apply and charge the Client interest on any overdue Lantum Service Fee or other sums payable to it under this Agreement at a rate of 2% per month (compounding with monthly stops) from the due date until the date of payment.

6. **Termination**

- 6.1 This Agreement shall continue unless terminated:
 - (a) by written notice with immediate effect by Lantum if there is any breach of this Agreement by the Client; or
 - (b) by 5 Business Days' written notice by Lantum if there is any other serious or repeated breach of this Agreement by the Client, which is, in the reasonable opinion of Lantum,

capable of remedy and which is not remedied within 10 Business Days after an earlier notice requiring it to do so; or

- (c) by written notice with immediate effect by Lantum and without liability for Lantum or prejudice to any right for relief Lantum may have if in good faith Lantum considers for any reason that (i) the Client may not meet its obligations to Lantum, or (ii) the Healthcare Professional or Representative may no longer be willing, or able or suitable to undertake the Healthcare Professional Services for the Client;
- (d) by written notice with immediate effect by either party for convenience; or
- (e) by written notice with immediate effect by either party if the other party shall become insolvent within the meaning of the Insolvency Act 1986, becomes bankrupt, applies for, or has made against it a receiving order, or makes any composition with its creditors or an administration order or if an order is made or resolution passed for the winding up of that party or that party passes a resolution to cease trading or actually ceases trading.

7. Acknowledgements and Liability

- 7.1 The Client acknowledges that Lantum does not supervise and/or control the actions of any Healthcare Professional or Representative. Nothing in this Agreement shall in any way constitute any Healthcare Professional or Representative as the employee or worker of Lantum. Lantum shall not be responsible for supervising, monitoring or directing the Healthcare Professional or Representative whilst working on an Engagement and that accordingly, only the Client is in a position to assess and insure against risks in respect of or during or arising out of the period for which the Healthcare Professional is performing the Healthcare Professional Services.
- 7.2 The Client acknowledges that Lantum is not an employment agency for the purposes of the Conduct Regulations and is instead a medium through which healthcare professionals find Engagements for themselves and Clients find healthcare professionals to work on Engagements.
- 7.3 The Client acknowledges that there is no contract between Lantum and a Healthcare Professional or any Representative relating to the Healthcare Professional Services. Lantum shall not be responsible for and shall have no involvement in any disputes between the Client and a Healthcare Professional or any Representative and shall not be responsible for the quality of the Healthcare Professional Services provided by the Healthcare Professional or any Representative or their activities while at the Client's location(s). The Lantum Service Fee reflects only those online services agreed to be supplied by Lantum and does not indicate acceptance of any liability for the Healthcare Professional's acts or omissions.
- 7.4 For the purposes of the Payment Services Regulations, Lantum has the authority to act as an active Commercial Agent of the Client. In this role Lantum will negotiate and conclude how payments are made to the Healthcare Professional on behalf of the Client. For the avoidance of any doubt, Lantum is not an agent of the Client other than for the purposes of negotiating payment terms between the Client and the Healthcare Professional.
- 7.5 The Client acknowledges that a Healthcare Professional may wish to instruct Lantum to assist the Healthcare Professional with obtaining faster payments of its invoices. The Client shall not restrict any Healthcare Professional from assigning its invoice to Lantum for these purposes.
- 7.6 Lantum shall not be responsible for ensuring the suitability of any Healthcare Professional or Representative or for the accuracy or validity of any Lantum Checks save to the extent set out in Schedule 5.
- 7.7 Lantum shall not be responsible for any Loss relating to any Supplier not complying with any legal or tax requirements when acting as an intermediary. Lantum encourages the Client to carry out its own due diligence on any Supplier it contracts with. Any responsibility of the Client in respect of deductions for income tax and/or national insurance and accounting to HMRC for the same shall be discharged by the Client and the Client agrees to perform those responsibilities.
- 7.8 The Client shall comply with Schedule 6 in relation to its usage of the Lantum Web Platform.
- 7.9 Subject to clause 7.11, Lantum shall not be liable for any Losses arising from:
 - (a) any failure to provide the services of the Healthcare Professional or Representative for all or part of the term of this Agreement;

- (b) the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations of the Healthcare Professional, including, without limitation, any lack of skill of any Healthcare Professional or Representative; or
 - (c) the theft, destruction, deletion or damage of or to any data, computer systems or materials by any Healthcare Professional or Representative.
- 7.10 Lantum shall not be liable for any Losses arising out of:
- (a) any act or omission or misrepresentation (whether before or after the date of this Agreement) of any Healthcare Professional or any Representative;
 - (b) any special, indirect or consequential damages or loss; or
 - (c) any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure by Lantum to perform any obligations under this Agreement.
- 7.11 Subject to clause 7.11 and without prejudice to the other provisions of this clause 7, Lantum's liability in respect of any breach of this Agreement shall not exceed in respect of any Healthcare Professional or Introduction a sum equivalent to three times the Lantum Service Fee paid (or which would have been payable) in respect of such Introduction.
- 7.12 Nothing in this Agreement shall operate to exclude or limit Lantum's liability for:
- (a) death or personal injury caused by Lantum's negligence;
 - (b) its own fraudulent acts or omissions; or
 - (c) any other liability which cannot by law be excluded.
- 7.13 Any responsibilities to Healthcare Professionals or any Representative under the Pensions Act, the Agency Workers Regulations 2010 or any employment law remain the sole responsibility of the Client and the Client agrees to perform those responsibilities.
- 7.14 The Client shall indemnify and keep indemnified Lantum against any Losses incurred by Lantum arising out of any breach of this Agreement by the Client.

8. **Data Protection**

- 8.1 The terms "Data Subject", "Personal Data" and "processing" shall have the meanings set out in Data Protection Laws.

Marketplace Personal Data

- 8.2 The parties acknowledge that, for the purposes of the Data Protection Laws, each party shall be considered to be a Data Controller with respect to Personal Data processed in connection with the Marketplace.
- 8.3 The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement.
- 8.4 To the extent that a party processes any Personal Data on behalf of the other party, the processing party shall: (a) comply with the provisions and obligations imposed on a processor by the GDPR, including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, this Agreement as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of this Agreement; and (b) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Party or as expressly provided for in this Agreement.
- 8.5 Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.
- 8.6 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with commercially reasonable co-operation and assistance in relation to any such complaint, notice or communication or personal data breach.
- 8.7 The parties shall co-operate and assist each other in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws.

Client Personal Data

- 8.8 The Client shall act as the Data Controller and Lantum shall act as the Data Processor in respect of the Personal Data relating to a Healthcare Professional supplied to Lantum through the Client Staff Bank or Client Collaborative Bank ("**Client Personal Data**"), provided that the relevant Healthcare Professional has not entered into the Marketplace
- 8.9 The provisions of Schedule 2 shall apply to any Client Personal Data.

9. General

- 9.1 This Agreement, together with the Schedules shall form the entire agreement between the parties and supersedes all previous agreements and arrangement(if any) whether written, oral or implied between the parties relating to such matters contemplated by this agreement, and all such agreement still effective at the date of this Agreement (if any) shall be deemed to have been terminated by mutual consent with effect from 23 October 2020 but without prejudice to any rights which have arisen prior to such termination and so that nothing in this clause 9.1 shall operate to exclude or limit the liability of any party in respect of fraud. In the event of any conflict or inconsistency between the Schedules of this Agreement the applicable Schedules and the other terms of the Agreement the following order of precedence shall apply:
- (a) to the extent that a Client is using their Client Staff Bank or Collaborative Bank, Schedule 2 of this Agreement;
 - (b) to the extent that a Client is using their Staff Bank, Schedule 3 of this Agreement;
 - (c) to the extent that a Client has purchased the Subscription Services, Schedule 1B and 1C of this Agreement;
 - (d) the other terms of this Agreement;
 - (e) all Schedules (other than Schedule 1B, 1C, 2 and 3) of this Agreement.
- 9.2 The Client acknowledges that, in entering into this Agreement, it has not relied on any representations by Lantum, made before the execution of this Agreement other than those expressly set out in this Agreement.
- 9.3 This Agreement is personal to the Client and the Client shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party without the prior written consent of Lantum. Lantum shall however be entitled to assign this Agreement and, upon such Engagement, without prejudice to the assignor's rights in respect of matters arising prior to such Engagement, and all references to Lantum shall be deemed to refer to the assignee.
- 9.4 Time is of the essence for all times, dates and periods specified in this Agreement.
- 9.5 No amendment to this Agreement is effective unless it is in writing and signed on behalf of each party by a person duly authorised by that party. For the avoidance of doubt, agreement to an amendment notified to the other party on the Lantum Web Platform will constitute 'in writing' for these purposes and if the other party e-signs the amendment, this will constitute 'and signed' for these purposes.
- 9.6 Any notice required to be given under this Agreement (including the delivery of any timesheet, Timesheet entries or invoice) shall be given in such manner as is expressly provided for on the Lantum Web Platform or (where not so provided for) shall be given in writing signed by a person duly authorised by the sending party and delivered by hand, e-mail or prepaid first class post to the recipient at its address specified in this Agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement).
- 9.7 This Agreement shall be governed by and construed in all respects in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction.
- 9.8 If any provision or any part of this Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law:
- (a) such provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected;
 - (b) to the extent permitted by law, Lantum and the Client shall negotiate in good faith a replacement to any provision severed under clause 9.8(a) by a provision which is of similar effect but which is not illegal or unenforceable.

- 9.9 None of the provisions of this Agreement is intended to be for the benefit of, or enforceable by, third parties (other than permitted assignees of Lantum who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is (aside from such permitted assignees) excluded.

Schedule 1A

Fees

1. The Lantum Service Fee shall be calculated as follows (except where the Client uses the Lantum Subscription Service, in which case the Lantum Service Fee shall be calculated in accordance with paragraph 4):
 - a. 15% when Client has not purchased the Subscription Service and 10% when Client has a contract that includes Marketplace Engagement (or such other amount as may from time to time be agreed in writing by the parties) of the remuneration (excluding employers' pension contributions) payable by the Client to the Healthcare Professional in respect of each Marketplace Engagement; or
2. Where the Client has purchased the Subscription Service, the Client shall pay Lantum the Subscription Fee as follows:

Number of complete hours of Healthcare Professional Services the Client has subscribed to use per month	Lantum Subscription fee per month
0-75	From £29*
75-200	From £250*
200+	Fee to be agreed in writing between the parties.

*Where bespoke services are agreed in writing between the parties, the Subscription Fee shall differ from the amounts stated in paragraph 3 of this Schedule. Any variant of the Subscription Fee shall be agreed in writing by the parties in the Subscription Services Schedule.

3. Where the Client has subscribed to the Subscription Service and pays the Subscription Fee, the Lantum Service Fee in respect of each Marketplace Engagement, Client Staff Bank Engagement or Collaborative Bank Engagement is 1% (or such other amount as may from time to time be agreed in writing by the parties) of the remuneration (excluding employers' pension contributions) payable by the Client to the Healthcare Professional in respect of that Marketplace Engagement,
4. Where the Client is using either the Client Staff Bank or Collaborative Bank, the Lantum Service Charge in respect of each Client Staff Bank Engagement or Collaborative Bank Engagement is 1% (or such other amount as may from time to time be agreed in writing by the parties).
5. Subject to clause 2.2 of Schedule 2, an Instantly Bookable Engagement shall incur a Lantum Service Fee if the Healthcare Professional is sourced by the Client via the Marketplace.
6. For the avoidance of doubt a Marketplace Engagement shall always (unless otherwise agreed in writing between Lantum and the Client) incur the Lantum Service Fee.
7. The Late Payment Charge shall be 2 percent per month (compounding with monthly stops) of the amount of any Healthcare Professional Invoice in respect of which Lantum makes a Loan on the basis set out in Clause 5.6 of the main agreement.
8. The above amounts are subject to VAT as applicable.

Schedule 1B
Subscription Services

1. If the Client agrees to use the Subscription Services, the Subscription Services shall commence on the date they are initially purchased (as evidenced by such systems as Lantum may from time to time have for taking up the Subscription Services) and shall continue in force for a period of 6 months (the "**Review Term**"), at which point the Client can choose to terminate the Subscription Services (by informing Lantum in writing). If the Client does not terminate the Subscription Services at the Review Term, the Subscription Services will continue for a further 6 months (the "Initial Term"). and after that continue until terminated by either party giving to the other party not less than 30 days' notice in writing to expire.
2. The Client shall determine the number of Healthcare Professional Services hours it requires in the Subscription Services Schedule, before commencement of the Subscription Services and the Subscription Fee shall be charged for such amount, pursuant to paragraph 3 of Schedule 1A, irrespective of whether the Client engages Healthcare Professional Services for the full number of hours determined by the Client.
3. With the exception of the Review Term, the Client cannot terminate the Subscription Services within the Initial Term. If the Client does not terminate the Subscription Services on the Review Term, the Client agrees to subscribe to the Subscription Services for the full Initial Term and shall pay the Subscription Fees for the full period of the Initial Term. For the avoidance of doubt, terminating the Subscription Services merely terminates the Client's subscription to the Subscription Services and does not terminate any other terms in the main Agreement.
4. Where the Client purchases the Subscription Services, the Client shall be able to use the Lantum Services to find and engage a set number of hours (the set number of hours to be determined in the Subscription Services Schedule) of Healthcare Professional Services on the Subscription Services terms.
5. Where the Client engages Healthcare Professionals for up to this set number of hours, the Lantum Service Fee in respect of each Engagement is chargeable in accordance with paragraph 4 of Schedule 1A. If the Client wishes to engage a Healthcare Professional for more than the set number of hours outlined in paragraph 3 of Schedule 1A above, the Lantum Service Fee will be chargeable in accordance with paragraph 2 of Schedule 1A for any Marketplace Engagement or paragraph 5 of Schedule 1A for any Client Staff Bank Engagement or Collaborative Bank Engagement.

Schedule 2
The Client Staff Bank and Collaborative Bank Services

BACKGROUND:

- (A) Lantum allows healthcare providers to create a pool of healthcare professionals known to the healthcare provider. The Client has the option of setting up a Client Staff bank of healthcare professionals it knows independently of them being sourced via the Lantum Web Platform. Once set up the Client can advertise job vacancies to healthcare professionals whose details are stored in its Client Staff Bank.
- (B) Lantum also allows healthcare providers who fulfill certain criteria to collaborate and share the details of healthcare professionals known to them with each other. Once Clients have formed a Collaboration, they can use the Lantum Web Platform to store and access details of healthcare professionals known to any member of the Collaboration and each of the healthcare providers within the Collaboration can advertise job vacancies to healthcare professionals whose details are stored in the Collaborative Bank.
- (C) Healthcare professionals who are registered to a Client Staff Bank and/or Collaborative Bank, may also register to the Marketplace, if they wish to offer their services for vacancies advertised by healthcare providers other than the Client or healthcare providers who are not in Collaboration with the Client, and be able to respond to Vacancies advertised on the Lantum Web Platform.

1. Additional Definitions

"Referring Client" means the healthcare provider who has referred the particular healthcare professional into the Collaborative Bank.

"Registration Date" means the date on which the Client first submits details of locum healthcare professionals it would like to include in its Client Staff Bank and/or its Collaborative Bank.

2. Administration of Client Staff Bank

- 2.1 Where the Client has elected to set up a Client Staff Bank, the Client shall send Lantum details of all the healthcare professionals it wishes to include in its Client Staff Bank ("**Potential Client Staff Bank Healthcare Professional**").
- 2.2 Lantum shall use its reasonable endeavours to verify the relevant consents of the Potential Client Staff Bank Healthcare Professional to be included in the Client Staff Bank.
- 2.3 Where the Potential Client Staff Bank Healthcare Professional consents (itself or via its Representative) to being included in the Client Staff Bank, the Healthcare Professional shall provide the additional details required to become a Client Staff Bank Healthcare Professional. Where the Potential Client Staff Bank Healthcare Professional fails to upload the required information, they will not be included in the Client Staff Bank
- 2.4 Lantum will administer and maintain the Client Staff Bank for the Client in accordance with this Schedule 2.
- 2.5 Lantum will undertake Lantum Checks for GPs but not other staff types in relation to Client Staff Bank healthcare professionals.

3. Administration of Collaborative Bank

- 3.1 A Collaborative Bank may be set up if a healthcare provider/the Client informs Lantum that they wish to form a Collaboration with other healthcare providers and Lantum consents to such Collaboration.
- 3.2 All healthcare providers who agree to become part of a Collaboration shall consent to the Lantum Terms and Conditions.
- 3.3 Once healthcare providers are part of a Collaboration they are able to access and add details of healthcare professionals to the Collaborative Bank.
- 3.4 Where the Client has elected to set up or join a Collaborative Bank, the Client shall send Lantum details of all the healthcare professionals it wishes to include in its Collaborative Bank ("**Potential Collaborative Bank Healthcare Professionals**").
- 3.5 Each respective healthcare provider who adds details of healthcare professionals shall use its reasonable endeavours to obtain the required consents of the Potential Collaborative Bank Healthcare Professionals to be included in the Collaborative Bank.
- 3.6 Where the Potential Collaborative Bank Healthcare Professional consents to being included in the Collaborative Bank, Lantum will:
 - (a) obtain any additional information required to register the Potential Collaborative Bank Healthcare Professional as a Collaborative Bank healthcare professional; and
 - (b) upload the details provided in relation to Collaborative Bank healthcare professionals onto the Client Staff Bank.
- 3.7 Lantum Checks
- 3.8 For the avoidance of doubt, Lantum will undertake Lantum checks only for GP professionals in relation to:
 - (a) a Client Staff Bank Engagement;
 - (b) a Collaborative Bank Engagement where the Healthcare Professional is engaged by the Referring Client.
- 3.9 Before a healthcare professional, whose details are registered in a Collaborative Bank, can enter a Collaborative Bank Engagement with a healthcare provider other than the Referring Client, the Lantum Checks will be performed. The Lantum Checks will be performed as soon as the healthcare professional applies for a Vacancy advertised by any healthcare provider within the Collaboration other than the Referring Client. The Collaborative Bank Engagement shall not commence until the healthcare professional has uploaded the Lantum Checks.
- 3.10 For the avoidance of doubt, Lantum shall not be responsible for ensuring the suitability of any healthcare professional or for the accuracy or validity of any Lantum Checks save to the extent set out in Schedule 5.

4. Vacancy-filling Process

- 4.1 Where a Client has elected to use its Client Staff Bank any Vacancy Notifications will first be made available to the healthcare professionals in the Client Staff Bank. If the Vacancy is not filled by a healthcare professional within the Client Staff Bank, the Client can opt for the Vacancy Notification to be made available to all healthcare professionals in the Marketplace.

5. Fees

- 5.1 The provisions of Schedule 1A and the main agreement shall apply.

6. Data Protection – Client Personal Data

- 6.1 Each party shall comply with the provisions and obligations imposed on it by the Data Protection Laws when processing Personal Data in connection with this Agreement. Such processing shall be in respect of the following:

Categories of Data Subjects	Healthcare Professionals
Types of Personal Data	Healthcare Professional personal data, including some sensitive personal data (for example in relation to immunisation history) and DBS certificates.

Purpose and nature of processing	To provide a service to Client's allowing them to store and maintain Healthcare Professional data.
Duration	As long as Lantum is a Data Processor.

- 6.2 Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.
- 6.3 The parties acknowledge that for certain activities Lantum shall be a Data Controller in connection with this Agreement and for certain activities Lantum shall be a Data Processor. To the extent Lantum is acting as a Data Processor in respect of Client Personal Data this clause 7 of Schedule 2 shall apply.
- 6.4 The Client shall:
- (a) ensure that any instructions it issues to Lantum shall comply with the Data Protection Laws;
 - (b) have sole responsibility for the accuracy, quality and legality of Client Personal Data and the means by which Lantum acquired the Client Personal Data; and
 - (c) establish the legal basis for processing under Data Protection Laws, including providing all notices and obtaining all consents as may be required under Data Protection Laws in order for Lantum to process the Client Personal Data as otherwise contemplated by this Agreement.
- 6.5 To the extent Lantum receives from, or processes any Client Personal Data on behalf of, the Client, Lantum shall:
- (a) process such Personal Data only in accordance with the Client's written instructions from time to time (including those set out in this Agreement) save for processing which Lantum is required to do by Applicable Laws;
 - (b) take commercially reasonable steps to ensure its personnel are authorised to have access to such Client Personal Data, and ensure that any such personnel are committed to confidentiality or are under an appropriate statutory obligation of confidentiality when processing such Client Personal Data;
 - (c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, implement technical and organisational measures and procedures to ensure security for such Client Personal Data appropriate to the risk, including the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
 - (d) unless the transfer is based on an "adequacy decision", is otherwise "subject to appropriate safeguards" or if a "derogation for specific situations" applies, each within the meanings given to them in Articles 45, 46 and 49 of the GDPR respectively, not transfer, access or process such Client Personal Data outside the European Union without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed;
 - (e) inform the Client without undue delay upon becoming aware of any such Client Personal Data (while within Lantum's or its subcontractors' or affiliates' possession or control) being subject to a personal data breach (as defined in Article 4 of GDPR);
 - (f) not disclose any Client Personal Data to any Data Subject or to a third party other than at the request of the Client or as expressly provided for in this Agreement;
 - (g) except for Client Personal Data of which Lantum is also a Data Controller and except as required by law or in order to defend any actual or possible legal claims, as the Client so directs, take reasonable steps to return or irretrievably delete all Client Personal Data on termination or expiry of this Agreement, and not make any further use of such Client Personal Data;
 - (h) provide to the Client and any DP Regulator all information and assistance reasonably necessary to demonstrate or ensure compliance with the obligations in this clause 8 and/or the Data Protection Laws;

- (i) permit the Client or its representatives to access any relevant premises, personnel or records of Lantum on reasonable notice to audit and otherwise verify compliance with this clause 7 of Schedule 2:
 - (j) take such steps as are reasonably required to assist the Client in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
 - (k) notify the Client as soon as reasonably practicable if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Client Personal Data; and
 - (l) provide the Client with reasonable co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Client Personal Data provided that the Client shall be responsible for Lantum's costs and expenses arising from such co-operation and assistance.
- 6.6 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Client Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and provide the other party with commercially reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 6.7 The Client agrees that Lantum may engage Third Party Providers including any advisers, contractors, or auditors to Process Client Personal Data ("Sub-Processors"). By entering into this Agreement, the Client is deemed to have approved the use of Lantum's current Sub-Processors. If Lantum engages a new Sub-Processor Lantum shall inform the Client of the engagement by sending an email notification to the Client.
- 6.8 If the Client has a reasonable basis to object to Lantum's use of such Sub-Processor, and such objection directly relates to the Client's obligations under Data Protection Legislation, the Client shall notify Lantum promptly in writing within 5 Business Days after receipt of the Client's notice.
- 6.9 Lantum shall ensure that its contract with each Sub-Processor shall impose obligations on the Sub-Processor that are materially equivalent to the obligations to which Lantum is subject to under this Clause 7 of Schedule 2.
- 6.10 Any sub-contracting or transfer of Client Personal Data pursuant to this clause 7 of Schedule 2 shall not relieve Lantum of any of its liabilities, responsibilities and obligations to the Client under this Agreement and Lantum shall remain liable for the acts and omissions of its Sub-Processor.
- 6.11 Where Client Personal Data is Processed by Lantum under or in connection with this Agreement on behalf of the Client as the Data Controller, the Client agrees that Lantum may disclose the Client Personal Data to Lantum's employees, sub-contractors (including Third Party Providers), agents, Affiliates and Affiliate employees as Lantum reasonably considers necessary for the performance of its obligations under this Agreement, for compliance with applicable law, and the defence of any actual or possible legal claims. Lantum shall take reasonable steps to ensure the reliability of any person who has access to the Client Personal Data and ensure that such persons are aware of Lantum's obligations under this Agreement.

Schedule 3

Staff Bank

BACKGROUND:

- (A) Lantum allows healthcare providers to create a pool of healthcare professionals which the healthcare provider designates as preferred suppliers of healthcare professional services to the healthcare provider. Once set up the Client can manage its relationships with its preferred healthcare professionals, whose details are listed and managed in the Client's Staff Bank.
- (B) For the avoidance of doubt, Staff Bank can be used by the Client in conjunction with either a Client Staff Bank and/or a Collaborative Bank as an additional tool to manage relationships with its preferred healthcare professionals.
- (C) The Client can select certain healthcare professionals from within Staff Bank, or all of its healthcare professionals from within Staff Bank, to be eligible to instantly book certain jobs the Client decides are 'instantly bookable'. Where a Client offers an engagement to a preferred healthcare professional, the Engagement is instantly formed upon the healthcare professional's acceptance of such offer.

1. Administration of Staff Bank

- 1.1 Where the Client has elected to set up Staff Bank, the Client shall enter the details of any healthcare professionals it wishes to include in its Staff Bank onto the designated area of the Lantum Web Platform. Such details may include healthcare professionals from the Client's Staff Bank, Collaborative Bank, the Marketplace or elsewhere.

2. Lantum Checks

- 2.1 Lantum will carry out the Lantum checks in accordance with clause 2.2 (subject to Schedule 2, clause 4).

3. Vacancy-filling Process

- 3.1 Where a Client has elected to use its Staff Bank any Vacancy Notifications will first be made available to the healthcare professionals in Staff Bank. If the Vacancy is not filled by a healthcare professional within Staff Bank, the Client can opt for the Vacancy Notification to be made available to all healthcare professionals in its Client Staff Bank or Collaborative Bank (if the Client has either of these) or on the Marketplace

4. Instant Booking Process

- 4.1 The Client can make Instantly Bookable Engagements.
- 4.2 In the instance of an Instantly Bookable Engagement, for the avoidance of doubt, the provisions of Clause 4.6 of the main agreement apply.

5. Fees

- 5.1 The provisions of Schedule 1A and the main agreement shall apply.
- 5.2 For the avoidance of doubt, the Lantum Service Fee will be chargeable in relation to any Instantly Bookable Engagement if the Healthcare Professional was, subject to clause 2.2. of Schedule 2, sourced via the Marketplace.

Schedule 4

General Terms and Conditions between Healthcare Professional and Client for Healthcare Professional Services

Background:

- (A) The Healthcare Professional shall provide the Healthcare Professional Services for the Client in accordance with the terms of these General Terms and Conditions which is a contract for services.
- (B) These General Terms and Conditions are a framework agreement, the terms of which shall apply to any and each Engagement agreed between the parties, including via such click box or registration system on any online platform the parties may use.
- (C) Healthcare Professional Services under these General Terms and Conditions may, for reasons of convenience, be paid for via a third party, but the parties acknowledge and accept that any payment relating to Healthcare Professional Services shall be the ultimate responsibilities of the Client and paid under or in consequence of the Agreement between the Healthcare Professional and Client and not under any agreement between the Client and any third party.

It is agreed as follows:

1. Definitions and interpretation

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

"Application Documents" means any tender documentation, application form or other written information provided by the Healthcare Professional to the Client (via any third party or Platform or otherwise) about the self-employment, tax status, experience, training, qualifications, authorisations and general suitability of the Healthcare Professional for performing the Healthcare Professional Services.

"Apprenticeship Levy" means the levy on UK employers with annual pay bills in excess of £3 million to fund new apprenticeships, pursuant to Part 6 of the Finance Act 2016.

"Attendance Module" means any part of the Platform or other system from time to time applicable to the Engagement that is used to record the time and attendance details of Healthcare Professionals on Engagements, from which electronic timesheets are generated.

"AWR" means the Agency Workers Regulations 2010.

"Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

"Client" means the Client for whom an Engagement is performed.

"Client Assessment" has the meaning set out in clause 5.3.

"Client's Group" means the Client, any body corporate of which the Client is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Client.

"Data Protection Laws" means any laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/136/EC) and any legislation implementing or made pursuant to such directives, including (in the UK) the Data Protection Act 1998 (the "DPA") and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) from 25 May 2018, EU Regulation 2016/679 ("GDPR"); and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.

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

"Engagement Details" means details relating to the Engagement set out in the Platform and including start time, end time, type of work including the structure of the day, any additional requirement such as home visits, administrative tasks, follow ups, telephone consults, prescriptions etc., number of patients to be seen in the time, location, travel information to the practice, Fee Rate, and health and safety details.

"Fee Rate" means the rate of payment as detailed in the Platform.

"Force Majeure" means any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected.

"General Terms and Conditions" means this agreement between the Client and the Healthcare Professional comprising the terms set out in this document.

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

"Healthcare Professional" means the individual whose personal details are registered with any Platform and who is assigned to the performance of the Healthcare Professional Services as at the start of an Engagement, or when the individual provides his or her services via a PSC or other Supplier, the PSC or other Supplier.

"Healthcare Professional Services" means the services to be performed by the Healthcare Professional in relation to an Engagement as detailed in the Engagement Details.

"Inside IR35" means where the circumstances under which a Healthcare Professional (providing its services via a Supplier) will provide the Healthcare Professional Services under the Engagement are such that the requirements set out in s61M(1) of the Off Payroll IR35 Legislation are satisfied.

"IR35 Assessment" has the meaning set out in Clause 5.2(a).

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

"Net Fee" means the fee payable to the PSC after adjustment to allow for statutory payments and deductions.

"Off Payroll IR35 Legislation" means Income Tax (Earnings and Pensions) Act 2003 Part 2 Chapter 10, as outlined in the Schedule 1 of the Finance (No.2) Bill 2017)

"Outside IR35" means where the circumstances under which the Healthcare Professional (providing its services via a Supplier) will provide the Services under the Assignment are such that the requirements set out in s61M(1) of the Off Payroll IR35 Legislation are not satisfied.

"Platform" means such online web platform as the parties may use for the purposes of finding each other in relation to an Engagement.

"PSC Contractor" means a Healthcare Professional who controls and directs a limited company through which they contract and offer their services on an independent business to business basis.

"PSC" means the limited company through which a PSC Contractor operates.

"Representative" means in relation to a Healthcare Professional who is a PSC Contractor, the individual to whom the PSC Contractor delegates or subcontracts the performance of the Healthcare Professional Services and named as such in the Engagement Details.

"Short Notice Cancellation Fee" means the fee payable by the Client for cancelling an Engagement at short notice. Bookings cancelled more than 5 business days in advance will incur no penalty. If a booking is cancelled with less than 5 business days before the Engagement is due to commence, the Healthcare Professional may charge the Client a short notice

cancellation fee which is payable to the Healthcare Professional. This is to be agreed between the Client and the Healthcare Professional.

"Supplier" means (if applicable) an intermediary (including a PSC), via which the Healthcare Professional performs Healthcare Professional Services.

"Systems" means telecommunications systems, IT systems and security systems.

"Vacancy" means the specific details of a potential Vacancy with the Client (including Engagement start time) (in respect of which the Client has issued a vacancy notification).

- 1.2 Each term starting with a capital letter and not defined in clause 1.1 or elsewhere in these General Terms and Conditions is as defined in the Platform.
- 1.3 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these General Terms and Conditions) and all subordinate legislation made (before or after these General Terms and Conditions) under it from time to time.
- 1.4 Where the context permits, words denoting:
 - (a) persons shall include bodies corporate and unincorporated associations of persons;
 - (b) the singular includes the plural and vice versa; and
 - (c) one gender shall include any gender.
- 1.5 The Healthcare Professional acknowledges and agrees that the terms of these General Terms and Conditions shall apply to each Engagement. In the event of any conflict or inconsistency between the Engagement Details and the terms in these General Terms and Conditions, the terms of the Engagement Details shall take precedence.
- 1.6 Where the Client engages the services of a Healthcare Professional via a Supplier (and such Supplier is engaged on the basis of these General Terms and Conditions) then:
 - (a) references in these General Terms and Conditions to the Healthcare Professional shall refer to the Supplier; and
 - (b) the Supplier agrees that it shall procure that the Healthcare Professional shall comply with the terms of this Agreement as if it were a party to it in place of the Supplier.

2. **Healthcare Professional's Obligations**

- 2.1 The Healthcare Professional shall:
 - (a) throughout the term of each Engagement under these General Terms and Conditions supply the Healthcare Professional Services in accordance with Good Practice at all times taking responsibility for the way in which the Healthcare Professional Services are performed and complying with appropriate key performance indicators and reporting requirements as required by the Client's clinical governance procedures;
 - (b) comply with all health and safety, site and security regulations applicable at the Client location(s) to the extent that they apply to the type of work required for the provision of the Healthcare Professional Services and report to the Client any unsafe working practices or conditions;
 - (c) comply with all the Client regulations, policies and protocols as notified by the Client from time to time except where such regulations and policies relate solely to employees of the Client;
 - (d) promote the interests of the Client and not engage in any conduct detrimental to the interests of the Client, including, without limitation, any conduct likely to bring the Client into disrepute;
 - (e) give reasonable notice (via the Platform and as otherwise required by the Client, including by telephone to the Client) to the Client of any period during which the Healthcare Professional will be unavailable or unable to perform the Healthcare Professional Services, giving the reason;
 - (f) supply to the Client (via the Platform) copies of any relevant qualifications or authorisations that the Healthcare Professional is required by the Client or by law or any professional body to have in order to provide the Healthcare Professional Services;

- (g) provide the customarily required equipment (save to the extent necessarily provided by the Client) for their session, including where appropriate , a stethoscope, otoscope and ophthalmoscope;
- (h) notify the Client in advance via the Platform or as otherwise may be agreed by the parties if it wishes to claim NHS pension contribution from the Client;
- (i) indemnify the Client against all Losses incurred by any of them arising out of any negligent, wrongful or fraudulent act or omission of the Supplier and/or the Healthcare Professional; and
- (j) (in the case of a Supplier only) enter into a contract with the Healthcare Professional such that he or she is under obligations which reflect the provisions of clauses 2, 5, 6, 7, 8, 9 and 10 as if the Healthcare Professional were a party to the Engagement in place of the Supplier.

3. **Client Obligations**

3.1 The Client shall:

- (a) carry out risk assessments of the Healthcare Professional Services to be undertaken and notify the Healthcare Professional immediately of any specific or potential hazards relating to the Engagement and any precautions the Healthcare Professional should take in relation to such risks;
- (b) not allow the Healthcare Professional to undertake any work that is hazardous without first undertaking a risk assessment and notifying the Healthcare Professional of any risks identified;
- (c) if applicable, make clear before the Engagement to the Healthcare Professional what rules (including but not limited to health and safety, site and security policies, procedures; login or passwords relating to the Client's Systems and regulations) apply in respect of the location(s);
- (d) ensure that any and all equipment, machinery and protective clothing are in good order and are suitable, safe and comply with all relevant health & safety legislation and that an up to date locum pack is provided at induction complying in all material respects with www.networklocum.com
- (e) (if available on the Platform) make appropriate Attendance Module entries verifying the number of hours worked by the Healthcare Professional and evidencing satisfactory performance of the Healthcare Professional Services by the Healthcare Professional. These shall be notified to the Healthcare Professional via the Platform;
- (f) use its reasonable endeavours to resolve any reports made by Healthcare Professional in accordance with clause 2.1(b);
- (g) pay NHS pension contributions on the basis agreed via the Platform/Engagement Details unless they are not an NHS employer or otherwise agreed in advance. For the avoidance of doubt Healthcare Professionals operating via a personal service company shall not be paid NHS pension contributions; and
- (h) provide customary support and training and a physical tour of all premises and systems at the start of the Engagement.

4. **Payment of fees**

4.1 The Healthcare Professional shall issue invoices to the Client via the Lantum Web Platform in such manner as may from time to time be specified by the operator of the Platform (as agent for the Client) and/or by the Client. Such invoices shall be calculated on the basis of the number of hours worked by the Healthcare Professional, as recorded in the Attendance Module on the Platform or other system agreed by the parties.

4.2 Unless Clause 4.5 applies, subject to the Healthcare Professional performing the Healthcare Professional Services in accordance with these General Terms and Conditions, the Client will pay the Healthcare Professional's invoices by the date specified on the Engagement Details. The Client may have fast payment arrangements in place in which case the Healthcare Professional may be paid within a few Business Days. If such arrangements are in place they will be notified to the Healthcare Professional separately and/or via the Platform or Engagement Details.

- 4.3 The Healthcare Professional shall raise any queries or disputes in relation to entries made in the Attendance Module by the Client immediately.
- 4.4 The Healthcare Professional shall be entitled to claim from the Client any reasonable expenses incurred in connection with the performance of the Healthcare Professional Services provided that the Engagement Details allow for such payment and provided that details of these reasonable expenses (and any appropriate receipts) are given to the Client at such time and in such form as required by the Client. Failure to notify the Client of expenses prior to the end of the Engagement (and/or provide legitimate receipts) as required and/or in good time may result in expenses not being payable.
- 4.5 The Healthcare Professional may have faster payment arrangements (currently called "Rocketpay") agreed with Lantum. Where this is the case, the Healthcare Professional shall issue invoices to the Client in accordance with clause 4.1. If the Healthcare Professional has Rocketpay arrangements agreed with Lantum, the Healthcare Professional shall assign any invoice that is eligible for Rocketpay to Lantum. If any such invoice has been assigned to Lantum, the Healthcare Professional shall notify the Client (via Lantum), Subject to the Healthcare Professional performing the Healthcare Professional Services in accordance with these General Terms and Conditions, the Client shall pay the value of any assigned Healthcare Professional invoice to Lantum (or anyone Lantum notifies to the Client that it has nominated to receive payment and/or assigned the invoice to) by the date specified on the Engagement details.
- 4.6 The Client acknowledges that Healthcare Professionals may wish to instruct Lantum to assist the Healthcare Professional with obtaining faster payments of its invoices. The Client shall not restrict any Healthcare Professional from assigning its invoice to Lantum for these purposes.
- 4.7 It is understood by the parties that the supplies of the Healthcare Professional Services are not subject to VAT. If however the VAT legislation changes and/or VAT does become chargeable on any sum charged by the Healthcare Professional all amounts payable for the Engagement shall be exclusive of VAT which, if applicable, shall be payable by the Client at the prevailing rate on production by the Healthcare Professional of the Healthcare Professional's VAT certificate.
5. **Healthcare Professional's status**
- 5.1 The parties acknowledge that the Healthcare Professional (or as the case may be, the Representative) is not the employee, worker, agency worker, agent, partner or servant of the Client or any operator of the Platform and accordingly:
- (a) these General Terms and Conditions are not an exclusive arrangement and (subject to clause 2.1(e) nothing in these General Terms and Conditions shall prevent the Healthcare Professional from engaging in other services for any third party;
 - (b) the Client is not obliged to engage the Healthcare Professional or Representative for the provision of services nor is the Supplier or the Healthcare Professional or Representative obliged to provide services to the Client beyond the termination or expiry of an Engagement;
 - (c) any Supplier shall comply with all legal and fiscal obligations including but not limited to the Working Time Regulations 1998 and any requirement to register residency, any requirements under the Pensions Act 2008 and any requirements under the AWR to the extent the Healthcare Professionals work under the supervision and direction of the Client such that the AWR apply, (which the parties agree is not contemplated by the parties to be the case);
 - (d) the Healthcare Professional shall account on a timely basis to the appropriate authorities for all tax (including VAT), National Insurance contributions and social security levies (if any) payable in respect of sums paid to the Healthcare Professional or (in the case of a Supplier only) by it to the Healthcare Professional or to the Healthcare Professional directly in connection with this Engagement;
 - (e) the Healthcare Professional shall comply with the provisions of the Immigration, Asylum and Nationality Act 2006 (the "**Act**") in all relevant respects and, if the Healthcare Professional or Representative is subject to immigration control for the purposes of such Act, the Healthcare Professional warrants that:

- (i) the Healthcare Professional (or as the case may be, the Representative) has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this Engagement; and
 - (ii) the Healthcare Professional (or as the case may be, the Representative) is not (in relation to such leave in 5.1(e)(i)) subject to any conditions which may preclude or have an adverse effect on the provision of the Healthcare Professional Services;
- (f) the Healthcare Professional shall, throughout the Engagement, hold full medical indemnity cover (including out of hours work cover where relevant) and is advised to also hold professional indemnity insurance and public liability insurance and any and all other customary and/or appropriate insurance (including any such from time to time specified via the Platform) against a minimum amount per claim as is customary and/or appropriate and at least such sum(s) as is/are from time to time specified via the Platform and supply the Client with evidence of cover on request. The Healthcare Professional shall cooperate in any checks, including identity checks, reference checks or insurance checks that the Client may carry out itself or via any agent. The Healthcare Professional will notify the Client if any information provided changes;
- (g) the Healthcare Professional shall, subject to working towards meeting the Client's objectives, determine generally how the Healthcare Professional Services shall be supplied;
- (h) the Healthcare Professional warrants that it operates on a basis such that the supply it makes in an Engagement is one of independent professional consultancy services to the Client. Accordingly, the Healthcare Professional agrees that it does not intend or regard the supply of Healthcare Professional Services made in this Engagement to fall within the scope of the PAYE regime or the AWR. The Healthcare Professional shall notify the Client in writing forthwith if, in its or the Healthcare Professional's opinion, the nature of the Healthcare Professional Services or the Engagement change(s). Upon receipt of such notification the Client reserves the right to terminate the Engagement by notice with immediate effect without liability. The Healthcare Professional shall indemnify the Client against any Losses arising from failure to notify the Client of any change in the nature of the Healthcare Professional Services from that represented by the Healthcare Professional to the Client, and as intended by the parties, as at the start of the Engagement; and
- (i) the Healthcare Professional shall indemnify the Client from and against any Losses which the Client may suffer or incur as a result of the failure of the Healthcare Professional to comply with any of the representations, warranties and/or undertakings in this clause 5 including, without limitation, Losses which they would not have suffered or incurred but for:
- (i) the Supplier or the Healthcare Professional claiming to be; and/or
 - (ii) some official, public body or authority for any purpose regarding the Supplier or the Healthcare Professional as,
- an employee or worker of the Client or otherwise entitled to any rights or benefits that employees or workers enjoy or subject to income tax/national insurance contributions as an employee or worker of the Client.

5.2 The Supplier hereby acknowledges and agrees that with effect from 6 April 2017 the Off-Payroll IR35 Legislation must to be considered in respect of all supplies made by Healthcare Professionals who provide Healthcare Professional Services via their PSC to the Client. Accordingly, the Supplier warrants and undertakes that where the Healthcare Professional is providing Healthcare Professional Services via its PSC:

- (a) it has assessed whether the circumstances under which the Healthcare Professional will provide the Healthcare Professional Services under the Engagement fall Inside IR35 or Outside IR35 ("IR35 Assessment") and that it has prior to the commencement of the Engagement, provided a copy of such IR35 Assessment to the Client or the Client's nominee;
- (b) it (and it shall procure that the Healthcare Professional shall) prior the Engagement Start Date and at any time during the Engagement, cooperate with all requests,

- processes and/or checks as the Client may reasonably require to assist the Client's IR35 assessment;
- (c) ensure that all such information it (and/or the Healthcare Professional) provide(s) as part of the IR35 Assessment or Client (or third party) checklist, questionnaire, request for information or otherwise shall be accurate, up to date and complete;
 - (d) notify the Client immediately if the Supplier or Healthcare Professional has reason to believe that the nature of the Healthcare Professional Services or the Engagement and/or its IR35 status has changed, or will change.
- 5.3 The Client may appoint an agent to assist it in any decisions as to whether or not an Engagement is Inside IR35 or Outside IR35 and make payments to the Supplier on the Client's behalf (the "**Client Agent**"). The Client and or the Client Agent will, based on the outcome of the Client's IR35 status assessment (the "**Client Assessment**") , the IR35 Assessment and any other information it or they reasonably regard(s) as being relevant to the assessment, decide whether the circumstances under which the Healthcare Professional provides/will provide the Healthcare Professional Services under the Engagement fall Inside IR35 or Outside IR35. The Client and any the Client Agent will act reasonably in reaching its decision but its decision will be final.
- 5.4 The Client reserves the right to pay the Healthcare Professional on a "deemed payment" (as defined under the Off-Payroll IR35 Legislation) basis net of deduction of PAYE and Class 1 primary National Insurance Contributions if the Client Assessment concludes that the Engagement falls Inside IR35 and/or where it is unclear from the assessment information provided to the Client whether the circumstances under which the Healthcare Professional will provide the Healthcare Professional Services under the Engagement fall Inside IR35 or Outside IR35. Where this is the case the Fee Rate will be reduced to allow for the relevant statutory payments (including Employer's National Insurance Contributions and the Apprenticeship Levy) and deductions to be made by the Client, and the PSC will receive a Net Fee.
- 5.5 The Healthcare Professional shall be free to challenge the Inside IR35 treatment with HMRC and the Client will provide reasonable co-operation to the Healthcare Professional in this regard.
- 5.6 The Client will, upon receipt of and to the extent of any refund(s) it receives from HMRC or other relevant authority in respect of payments made by the Client or its agent in respect of Employer's National Insurance Contributions and/or Apprenticeship Levy relating to fees paid to the Healthcare Professional on a Net Fee basis under this Agreement, pass on the benefit of any such refund to the PSC less the Client's reasonable administration costs.
- 5.7 The Client will be entitled to terminate this Agreement by notice to the Supplier with immediate effect if it has reasonable grounds to believe that the circumstances under which the Healthcare Professional Services are provided and/or the nature of the Engagement have changed and/or require re-assessment.
- 5.8 The Supplier shall be entitled to terminate this Agreement by notice to the Client if, prior to the Engagement commencing, the Client provides a Client Assessment for an Engagement that states that the Engagement was Outside IR35, which it changes, prior to the Engagement commencing, so that the Client Assessment is now that the Engagement is Inside IR35.
- 5.9 The Supplier shall indemnify the Client in respect of any Loss the Client suffers as a result of any breach of the warranties in clause 2 above.
- 5.10 If either the Client, the Client Agent or the Healthcare Professional receives any notice or communication from HMRC or any other regulatory body querying the Supplier's IR35 status in relation to the Engagement, the party who has received the notice or communication shall immediately notify the other party and if appropriate, (to be decided in the Client's sole discretion) the parties shall work together in good faith to resolve the issue (which shall not constitute any admittance of liability for any reason by the Client).
- 5.11 The Client and/or the Client Agent shall be entitled to withhold from any payment due to the Supplier under this Agreement any sum that it may in its reasonable opinion be or become liable to pay in respect of income tax or national insurance relating to Healthcare Professionals or workers supplied via the Supplier including any such liability under the Intermediaries Legislation, the Expenses Legislation and/or IR35 and shall release such sum to the Supplier on provision of, and to the extent of, such evidence from Supplier as the Client shall reasonably require that such liability shall not arise.

5.12 The Supplier shall promptly supply to the Client and/or the Client Agent at the end of each month (or other period from time to time required by the Client) confirmation in writing up to date documentary evidence that such company is registered at Companies House and its Healthcare Professionals/worker(s) is/are paid in the United Kingdom;

6. Confidentiality

6.1 The Healthcare Professional shall:

- (a) keep confidential all information relating to the Client's business and affairs (including, for the avoidance of doubt, payment rates) ("**Confidential Information**") which may become known to it in connection with the supply of the Healthcare Professional Services or this Engagement;
- (b) not use any Confidential Information except for the purposes of performing the Healthcare Professional Services;
- (c) not without the Client's express written permission remove from the Client's premises any material containing any Confidential Information; and
- (d) on request, return to the Client (or any other entity as the Client may direct) all material in its or the Healthcare Professional's possession or control and belonging to the Client and/or containing Confidential Information.

7. Termination

7.1 Each Engagement is a separate contract and that contract terminates at the end of the Engagement. Any Engagement may be terminated prior to any end time set out in the Engagement Details: by the Client by notice with immediate effect if:

- (a) the Healthcare Professional is in breach of any term of these General Terms and Conditions, which is, in the reasonable opinion of the Client, incapable of being remedied; or, where such breach is in the opinion of the Client capable of being remedied, the Healthcare Professional fails to remedy such breach to the Client's satisfaction and at no additional cost to the Client within 1 Business Day after an earlier notice requiring it to do so;
- (b) the Healthcare Professional has in relation to these General Terms and Conditions committed an act or omission of dishonesty, incompetence or negligence; or is convicted of any indictable criminal offence (other than, where the Healthcare Professional Services do not require the Healthcare Professional (or as the case may be, the Representative) to drive, a road traffic offence for which a penalty of imprisonment is not imposed); or becomes bankrupt, applies for, or has made against it or him, a receiving order or makes any composition with its creditors or an administration order or order is made or resolution passed for the winding up of the Supplier;
- (c) the Client receives or obtains information which gives the Client reasonable grounds to believe that the Healthcare Professional (or as the case may be, the Representative) is unsuitable to provide services for the Client; or, if the information indicates that the Supplier and/or the Healthcare Professional (or as the case may be, the Representative) may be unsuitable, the Client has reasonable grounds to believe that the Supplier and/or the Healthcare Professional (or as the case may be, the Representative) is unsuitable after the Client has made such enquiries as are reasonably practicable as to such suitability;
- (d) the Healthcare Professional fails to provide to the Client any information requested by the Client on or prior to the start of the Engagement.

7.2 Termination or expiry of the Engagement shall be without prejudice to the rights of the Client arising directly or indirectly out of the acts and/or omissions of the Supplier and/or the Healthcare Professional prior to, in connection with or as a result of such termination or expiry.

8. Details and identity of Healthcare Professional

8.1 The Healthcare Professional warrants:

- (a) the correctness of the information supplied to the Client (via the Platform) in any Application Documents;

- (b) that (where the Healthcare Professional (or as the case may be, the Representative) is a general practitioner) the Healthcare Professional (or as the case may be, the Representative) shall have current and full registration with the General Medical Council and is on the GP register;
- (c) that the Healthcare Professional (or as the case may be, the Representative) is on such National Performers or other relevant list as may from time to time be appropriate;
- (d) that (where the Healthcare Professional (or as the case may be, the Representative) is a general practitioner) the Healthcare Professional holds a current CCT GP certificate or equivalent;
- (e) that the Healthcare Professional (or as the case may be, the Representative) has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body for the Healthcare Professional (or as the case may be, the Representative) to possess in order to perform the Healthcare Professional Services; and the Supplier shall, at the request of the Client, provide confirmation of the identity of the Healthcare Professional (or as the case may be, the Representative) and written references and co-operate in any checks in relation to experience, training, qualifications and authorisations relevant to the performance of the Healthcare Professional Services;
- (f) that the Healthcare Professional (or as the case may be, the Representative) has no criminal convictions which would reasonably affect the Client's decision to allow the Healthcare Professional (or as the case may be, the Representative) access to the location(s) of the Healthcare Professional Services, the Client's systems or to provide the Healthcare Professional Services; that it will ensure that it receives confirmation from the Healthcare Professional (or as the case may be, the Representative) that he or she is willing to work in the position the Client seeks to fill (to the extent that it is accurate to describe the provision of the Healthcare Professional Services under the Engagement as "working in a position");
- (g) (where relevant) that if the Healthcare Professional (or as the case may be, the Representative) is practicing with restrictions on their licence, he or she will inform the Client (via the Platform) in advance of the Engagement;
- (h) that the Healthcare Professional (or as the case may be, the Representative) has provided full and accurate information about any disciplinary proceedings or ongoing performance review;
- (i) that he or she may be subject to (whether or not they have been concluded) including any which may have been concluded and may still be relevant to the Engagement. Such proceedings or review should include any such by any Primary Care Trust or any successor body, the General Medical Council, the National Clinical Assessment Service or by any medical body in any country where the Healthcare Professional is practicing;
- (j) that if, at any time prior to the start of the Engagement, the Healthcare Professional has, receives or obtains any information which indicates that the Healthcare Professional (or as the case may be, the Representative) is or may be unsuitable to perform the Healthcare Professional Services for the Client, whether or not the grounds for this are reasonable, the Healthcare Professional shall pass such information to the Client immediately, and co-operate fully with any further enquiries the Client or its agent may make in connection with that information; and
- (k) that the Healthcare Professional (or as the case may be, the Representative) is not prevented by any other agreement or arrangement or any restriction (including, without limitation, a restriction in favour of any employment agency, employment business, or client of either of them) from performing their respective obligations under an Engagement.

8.2 The Client reserves the right to carry out, or instruct a third party to carry out, electronic identity checking procedures to verify the identity of the Healthcare Professional. In the case of a Supplier, the Supplier warrants that it has informed the Healthcare Professional of the right reserved by the Client in accordance with this clause 8.2 and that the Healthcare Professional has consented to the Client, or any third party instructed by the Client, carrying out such identity checks.

9. **Data Protection**

9.1 The terms "Data Subject", "Personal Data" and "processing" shall have the meanings set out in the DPA until 25 May 2018, and thereafter the meaning set out in GDPR.

9.2 Each party shall comply with the provisions and obligations imposed on it by the Data Protection Laws when processing Personal Data in connection with this Agreement. Such processing shall be in respect of the following:

Categories of Data Subjects	Patients of the Client.
Types of Personal Data	Patient details, including sensitive personal data of patients relating to health (amongst other things).
Purpose and nature of processing	For the provision of direct care to the Client's patients.
Duration	For the duration of the Engagement.

9.3 Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.

9.4 To the extent the Healthcare Professional receives from, or processes any Personal Data on behalf of, the Client, the Healthcare Professional shall:

- (a) process such Personal Data (i) only in accordance with the Client's written instructions from time to time (including those set out in these General Terms and Conditions), unless it is otherwise required by applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, the Healthcare Professional shall notify the Client of the relevant legal requirement before processing the Personal Data), and (ii) only for the duration of this Agreement;
- (b) not process such Personal Data for any purpose other than those set out in this Agreement or otherwise expressly authorised by the Client;
- (c) take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data;
- (d) implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
- (e) not transfer, access or process such Personal Data outside the UK or the European Economic Area without the prior written consent of the Client (and, if the Client so consents, take such steps as are required by the Client to ensure that the relevant transfer, access or processing complies with the Data Protection Laws);
- (f) inform the Client within 24 hours if any such Personal Data is (while within the Healthcare Professional's possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;
- (g) only appoint a third party (including any subcontractors) to process such Personal Data with the prior written consent of the Client, and notwithstanding any such appointment the Healthcare Professional shall be liable for the acts and omissions of any such third party as if they were the acts and omissions of the Healthcare Professional;
- (h) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the Client or as expressly provided for in this Agreement;
- (i) as the Client so directs, return or irretrievably delete all Personal Data on termination or expiry of these General Terms and Conditions, and not make any further use of such Personal Data (except to the extent applicable law requires continued storage of the Personal Data by the Healthcare Professional and the Healthcare Professional has

notified the Client accordingly, in which case the provisions of this clause 9 shall continue to apply to such Personal Data);

- (j) provide to the Client and any DP Regulator all information and assistance necessary to demonstrate or ensure compliance with the obligations in this clause 9 and/or the Data Protection Laws;
- (k) take such steps as are reasonably required to assist the Client in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
- (l) notify the Client within two (2) Business Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
- (m) provide the Client with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data.

9.5 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

10. **General**

- 10.1 These General Terms and Conditions and relevant Engagement Details (and any confidentiality undertaking given by the Healthcare Professional to the Client) constitute the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between the Client and the Healthcare Professional relating to the Healthcare Professional Services and all such agreements still effective at the start of an Engagement (if any) shall (without prejudice to the rights of the Client arising prior to the start of an Engagement in respect of prior breaches by the Healthcare Professional of which the Client is not aware) be deemed to have been terminated by mutual consent with effect from the start date but so that nothing in this clause 10.1 shall operate to exclude or limit the liability of any party in respect of fraud.
- 10.2 The Healthcare Professional acknowledges that, in agreeing to perform an Engagement, it has not relied on any representations by the Client, its agent or the Healthcare Professional made before the relevant Vacancy other than those expressly set out in the Platform and Engagement Details.
- 10.3 An agreement relating to an Engagement is personal to the Healthcare Professional and the Healthcare Professional shall not be entitled to assign or sub-contract its obligations or rights to any third party or to procure that the Healthcare Professional Services are performed by any person other than the Healthcare Professional.
- 10.4 No amendment to any Engagement is effective unless it is incorporated within the Platform.
- 10.5 Any notice required to be given relating to an Engagement shall be sent through the Platform (or as otherwise notified from time to time to the sender by the recipient for the purposes of the Engagement).
- 10.6 Any Engagement shall be governed by and construed in all respects in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction.
- 10.7 The restrictions contained in the Engagement are considered reasonable by the parties, but, if any such restriction is found void but would be valid if some part of the restriction were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.
- 10.8 None of the provisions of the Engagement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

Schedule 5
Lantum Checks

The below is a list of information which Lantum will collect:

CHECK	HOW INFORMATION (relating to the Healthcare Professional, or where the Healthcare Professional in is a PSC, the Representative) IS COLLECTED FROM Healthcare Professional	Lantum VERIFICATION
Experience	Healthcare Professional provides details during registration of the User Account	None
References	Healthcare Professional provides details during registration of the user account	Reference requests are emailed to listed referees and references received are attached to Healthcare Professional profile
Passport / ID	Healthcare Professional uploads scans onto the User Account during registration	Checked, so far as reasonably practicable for Lantum to do so, for consistency against other documentation provided by Healthcare Professional
Work Permits	Healthcare Professional uploads scans onto the User Account during registration	Checked, so far as reasonably practicable for Lantum to do so, for consistency against other documentation provided by the Healthcare Professional.
National Insurance number	Healthcare Professional provides details during registration of the User Account	Checked, so far as reasonably practicable for Lantum to do so, for consistency against other documentation provided by the Healthcare Professional,.
Company Information (if working through PSC)	Healthcare Professional provides details during registration of the User Account	Checked , so far as reasonably practicable for Lantum to do so, for consistency against other documentation provided by the Healthcare Professional,

Self-employed Information (if Healthcare Professional is self-employed)	Healthcare Professional provides details during registration of the User Account	Checked , so far as reasonably practicable for Lantum to do so, for consistency against other documentation provided by the Healthcare Professional,
Performer's List status	Healthcare Professional provides GMC number on sign up	Online National performer's List database checked to ensure registered with full licence. Checked on sign up and annually
Healthcare Professional Register	Healthcare Professional provides GMC number on sign up	Check qualification date and listed on Healthcare Professional register
GMC History	Healthcare Professional provides GMC number on sign up	Check for clear GMC history (no restrictions or conditions on working) on sign up and quarterly

Please note that

- Lantum does not, except where expressly agreed otherwise, carry out third party checks on information provided by Healthcare Professionals and
- whilst all information is collected in good faith, Lantum does not guarantee that information provided by Healthcare Professionals or third parties is true and accurate

Schedule 6

Terms relating to use of Lantum Web Platform

The following terms and conditions ("Terms") apply to your use (as healthcare provider or Healthcare Professional) of the Lantum website ("Lantum Web Platform") which is owned and maintained by Lantum Limited, and the services available from the Website (together the "Lantum Service") in this Schedule apply whether or not any healthcare professional is engaged by the Client. These Terms should be read alongside, and is in addition to Lantum's Privacy and Cookie Policy (accessible online at https://lantum.com/wp-content/uploads/2019/06/Lantum-Privacy-Policy-12_03_19.pdf)

Please read these Terms carefully. By using the Website and/or using the Lantum Service you agree that you have read, understood and agree to these Terms and the Privacy and Cookie Policy (each as amended from time to time). If you do not agree to these Terms you must not use the Website or use the DX Service.

1. Registration

To enjoy the Lantum Service the Client and Healthcare Professional (also referred to as "you" or "your" in this Schedule) must register an account through the Lantum Web Platform ("User Account").

You are only eligible to register a User Account if, and by registering and creating a User Account you confirm that, you are resident in the United Kingdom, and all information that you use to register is accurate and current. It is your responsibility to keep all information up to date.

On registering with Lantum to use the Lantum Service, you will be issued with a user name and password which must be used in order to access the Lantum Service. The user name and password are personal to you and are not transferable.

In order to use the Lantum Service you must populate the member profile. You warrant and represent that all information provided on registration and contained in the member profile is, and continues to be, accurate and not misleading.

Your name and password are the methods used by Lantum to identify you and so are very important. You are responsible for all information posted on the Lantum Web Platform by anyone using your user name and password. Any breach of security of a user name and password should be notified to Lantum immediately.

You may not adapt or circumvent the systems in place in connection with the Lantum Web Platform, nor access the Lantum Service other than through normal operations for the purposes contemplated in this Agreement.

2. Use of Lantum Service

You take responsibility for any information or comment (by way of free-text or otherwise) that you enter into the Lantum Web Platform and/or Engagement Details. Accordingly, any claims or disputes that arise from any such information or comment are your sole responsibility and you shall indemnify Lantum in respect of any Loss it may suffer in relation to any of the same including in relation to any such information or comment that is or is alleged to be defamatory.

The Lantum Service may only be used by individuals (and suppliers of individuals) seeking assignments as Healthcare Professionals and by Clients seeking the same. Your use of the Lantum Service is subject to any other contracts that you may have with Lantum. If there is any conflict or inconsistency between these Terms and the contract you have with Lantum, the terms of your contract will take precedence.

You agree to use the Lantum Web Platform and the Lantum Service only for lawful purposes and in a way which does not infringe the rights of anyone else or restrict or inhibit anyone else's use of the Lantum Service.

You are permitted to download and print content from the Lantum Web Platform solely for your personal use. Lantum Web Platform content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any reason without Lantum's express written permission. You are not entitled to use the content of the Lantum Web Platform for commercial exploitation in any circumstances.

By using the Lantum Web Platform and/or the Lantum Service, you agree not to:

- use the Lantum Web Platform, the Lantum Service, or any information contained therein in any way that is abusive, threatening, obscene, defamatory, libellous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the Lantum Service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another person's User Account without permission;
- provide false or inaccurate information when registering a User Account, using the Lantum Service or communicating with other users;
- post any assignment where there is a risk to the health and safety of any Healthcare Professional;
- except where allowed by applicable law, post jobs which require the Healthcare Professional to provide information relating to his/her: (i) racial or ethnic origin, (ii) political beliefs, (iii) philosophical or religious beliefs, (iv) membership of a trade union, (v) physical or mental health, (vi) sexual life, (vii) criminal offences or proceedings, or (viii) age;
- attempt to re-register with the Lantum Service if Lantum has terminated your User Account for any reason;
- interfere or attempt to interfere with the proper functioning of the Lantum Service;
- make any automated use of the system, or take any action that Lantum deems to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any measures we take to restrict access to the Lantum Service or use any software, technology, or device to scrape, spider, or crawl the Lantum Service or harvest or manipulate data;
- use the communication systems provided by or contacts through the Lantum Service for any commercial solicitation purposes; or
- publish or link to malicious content intended to damage or disrupt another user's browser or computer.

3. **User Content**

You are responsible for any content, messages, reviews, feedback or profiles ("**User Content**") that you submit, post or display on the Lantum Web Platform, or transmit to other users of the Lantum Service. You will not provide inaccurate, misleading, defamatory or false information onto the Lantum Web Platform or to any other user of the Lantum Service, and all opinions stated as part of User Content must be genuinely held. You represent and warrant to us that you have the right and authority to post all information you post about yourself or others on the Lantum Web Platform.

By submitting, posting or displaying User Content on the Lantum Web Platform, you grant Lantum a worldwide, non-exclusive, irrevocable, perpetual, royalty-free license to reproduce, adapt, distribute and publish such User Content through the Lantum Service. Lantum reserves the right to refuse to accept, post, display or transmit any User Content in its sole discretion and shall comply with the Data Protection Legislation in relation to sensitive personal data.

Lantum may review and remove any User Content that, in its sole opinion, violates these Terms, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, other users of the Lantum Service. Lantum reserves the right to prevent further access to the Lantum Service for violating the Terms or applicable laws, rules or regulations.

Lantum does not represent or guarantee the truthfulness, accuracy, or reliability of User Content, derivative works from User Content, or any other communications posted by users of the Lantum Service nor does Lantum endorse any opinions expressed by users of the Lantum Service.

4. **Third party websites**

The Lantum Web Platform may contain links to other Web Platforms. We accept no responsibility or liability for any material supplied or contained on any third party Web Platform which is linked from or to the Lantum Web Platform, or any use of personal data by such third party.

5. **Indemnity**

You agree to indemnify, defend and hold harmless Lantum and its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers and employees from and against any and all claims, losses, expenses or demands of liability, including reasonable legal fees and costs incurred by Lantum in connection with any claim by a third party (including an intellectual property claim) arising out of: (i) the materials and content you submit, post or transmit through the Lantum Web Platform, or (ii) your use of the Lantum Web Platform or the Lantum Service in violation of these Terms or in violation of any applicable law.

6. **Term**

Lantum reserves the right, at its sole discretion, to immediately terminate your access to all or part of the Lantum Web Platform and the Lantum Service, to remove your User Account and/or any User Content posted by or about you, from the Lantum Web Platform, and/or to terminate your registration with the Lantum Service, with or without notice if Lantum determines that you are not eligible to use the Lantum Service, and/or have violated any of these Terms.

Lantum reserves the right, at its reasonable discretion, to apply procedures to detect and prevent breaches of these Terms or to monitor use of the Lantum Service generally. These Terms will remain in full force and effect while you are a user of the Lantum Web Platform or a registered user of the Lantum Service. Lantum reserves the right to close your User Account and terminate these Terms with you at any time by providing you with thirty (30) days' notice if Lantum ceases to provide the Lantum Service in the United Kingdom. Lantum reserves the right to close your User Account and terminate these Terms with you at any time after a significant duration of activity. If Lantum terminates your User Account because of a breach by you of these Terms, you agree that you will not seek to register with the Lantum Service again, whether using the same or a different identity to that under which you were originally registered.

7. **Changes to these Terms**

These Terms may be amended by Lantum in its discretion from time to time and the latest version will always be available on the Lantum Web Platform. Any new version of these Terms shall take effect, and will govern the Lantum Service and your relationship with Lantum : (i) immediately upon the date of posting on the Lantum Web Platform where the changes to these Terms relate to a new feature/service or non-material changes, which (in either case) do not reduce your rights or increase your liability to us; or (ii) no less than thirty (30) days after the date of posting on the Lantum Web Platform where the changes to these Terms potentially reduce your rights or potentially increase your liability to Lantum. Please make sure you check for updates to these Terms each time you use the Lantum Service.

8. **Privacy**

You agree that any and all personal information you provide to us may be collected, stored, processed and used in accordance with our current Privacy and Cookie Policy.

9. **General**

If any of the terms and conditions in these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these terms and conditions shall remain in full force and effect.

Only you and Lantum shall be entitled to enforce these Terms. No third party shall be entitled to enforce any of these terms and conditions, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

These Terms set out the entire agreement between you and us with respect to your use of the DX Service and supersedes any and all representations, communications and prior agreements (written or oral) made by you or us.

These Terms are governed by the law of England and Wales. In the event of any matter or dispute arising out of or in connection with these Terms, you and we shall submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 7

Rocketpay terms and conditions

The following terms and conditions as detailed in this Schedule 7 ("**Rocketpay Terms**") between Lantum Limited ("**Lantum**", "**us**" or "**we**") and Healthcare Professionals ("**you**") apply to and govern your access to and use of Rocketpay, our faster payments service (the "**Rocketpay Service**").

By opting in to the Rocketpay Service you agree to be bound by these Terms, including any changes to them or the Rocketpay Service in accordance with these Terms. Save as provided for in clause 9 below, if you do not agree to these Terms you must not click the "Opt in to receive next day payments" button on the Rocketpay website (the "**Rocketpay Site**").

Where the individual professional providing services provides those services via a limited company controlled by the individual, that limited company is the "you" in these Terms, and the individual who opts into the Rocketpay Service, will do so as an authorised representative of that limited company.

1. **Background**

- 1.1 As a self-employed professional, you are responsible for ensuring you invoice healthcare providers ("**Healthcare Providers**") for your services. To assist you we have developed Rocketpay, which is a service you can purchase, enabling you to obtain faster payments in relation to any engagement you have undertaken for Healthcare Providers ("**Engagement**"). We understand as a self-employed professional you may have your own invoice discounting arrangements in place, in which case you will not request the Rocketpay Service and should opt out.
- 1.2 The Rocketpay Service provides users of the Lantum Service who have registered a user account through the Lantum Site ("**User Account**") with a service that enables the user to receive payments within one working day for any assignments/invoices that are eligible to be paid via Rocketpay.

2. **How to access the Rocketpay Service**

- 2.1 To access the Rocketpay Service you must (save as provided in clause 9) opt in to receive the Rocketpay Services.
- 2.2 You may opt in to the Rocketpay Services directly from Lantum on the Rocketpay Site.
- 2.3 Once you are opted in, any invoice you raise via the Lantum Site in relation to any Engagement that is eligible to be paid via the Rocketpay Service will be paid via the Rocketpay Service. For further details of Engagements that are not eligible to be paid via the Rocketpay Service, please see clause 6 below.
- 2.4 Where you have opted in to the Rocketpay Service, you shall generate your invoice in relation to your Engagement within 60 days of the Engagement on the Lantum Site.
- 2.5 Having completed your services for a Healthcare Provider we render the invoice referred to in clause 2.4 (each an "**Invoice**") on your behalf to the Healthcare Provider for the services that you have provided to that Healthcare Provider.

3. **Payment for Rocketpay Service**

- 3.1 You have agreed to sell us each Invoice (and all rights relating to each Invoice). In return for you selling us each Invoice, we will pay you either:
 - (a) 100% of the face amount of each Invoice rendered by us on your behalf during any Trial period (as defined in clause 9.1); or
 - (b) 98.5% of the face amount of each such invoice (unless clause 3.1(a) or 3.1(c) applies); or
 - (c) An amount between 98.5% - 100% of the face amount of each Invoice if you are a Lantum Gold member or during special promotional periods. The exact amount will be notified to you if and or when this special rate will apply.

For the avoidance of doubt we shall be paying you for you selling us the relevant Invoice(s), not for the Healthcare Professional Services provided by you.

- 3.2 In effect this means the cost to you for the Rocketpay Service is effectively either:
- (a) 1.5% (for most users);
 - (b) Free (for the Trial Period);
 - (c) Between 0% - 1.5% in certain special circumstances or if you are a Lantum Gold member (we will notify you if a special rate applies and what that special rate is).
- (together referred to as the "**Rocketpay Fees**")
- 3.3 The Payment (defined below) will occur the next working day after you issue your invoice to a Healthcare Provider via the Lantum Rocketpay Site.
- 3.4 By opting into Rocketpay Service, you hereby agree to assign to us, with full title guarantee, all your rights, title and interest in each Invoice (and all rights to claim each Invoice)
- 3.5 Upon an Invoice being rendered by us on your behalf you agree that you will, if we make the Payment in respect of that Invoice to you, automatically assign that Invoice to us. We are not obliged to purchase any Invoice but if we make a Payment in respect of an Invoice, then you hereby agree that that Invoice will automatically and immediately (and without the need to take any further action or step) be assigned by you to us. Once a Payment has been made by us to you in respect of an Invoice, you will no longer be entitled to receive any further funds in respect of that Invoice from us or the relevant Practice. If you receive any payment from a Practice in relation to any such Invoice, you will immediately pay that sum to us and before making that payment to us, you will hold that sum on trust for us.
- 3.6 We may change the Rocketpay Fees or the prices for any other aspects of the Rocketpay Service, from time to time.
- 3.7 We will give you no less than 30 days' notice of any price increase and you will be entitled to cancel your Rocketpay Service opt-in prior to the price increase becoming effective.
4. **Your representations and obligations in relation to the assignment of an Invoice**
- 4.1 By opting in to the Rocketpay Service you represent to us that:
- (a) immediately prior to the assignment of each Invoice (referred to above in clause 3.6), you were the legal and beneficial owner of that Invoice;
 - (b) no Invoice assigned to us is subject to any set-off, counterclaim or dispute;
 - (c) the amount of each Invoice assigned to us is not being disputed and has been agreed with the relevant Healthcare Provider;
 - (d) you have performed and completed your engagement (which is the subject of an Invoice that is assigned to us) with the relevant Healthcare Provider to the satisfaction of the relevant Healthcare Provider;
 - (e) you are not aware of any reason why a Healthcare Provider might dispute an Invoice which is assigned to us or delay paying that Invoice; and
 - (f) there is no dispute or litigation or other proceeding between you and a Healthcare Provider to which any Invoice that has been assigned to us relates.
- 4.2 Each of the representations set out in paragraph 4.1 above is repeated by you on each date on which you assign an Invoice to us in respect of each Invoice that you are assigning to us or that you have assigned to us.
- 4.3 You will provide us with all deeds, documents of title or other evidence and agreements relating to each Invoice.
- 4.4 You will not have any further dealings with any Invoice assigned to us under this letter and shall not contact any Practice to discuss that Invoice unless we ask you to do so.
- 4.5 You will, at your own expense, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as we may reasonably specify (and in such form as we may reasonably require in our favour):
- (a) to perfect or protect the assignment created or intended to be created under, or evidenced by, this letter or for the exercise of any of our rights, powers and remedies provided by or pursuant to this letter or by law; and/or
 - (b) to facilitate the realisation or enforcement of an Invoice.

4.6 You will take all such action (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of the assignment expressed to be created by this letter and as we may require to assist us in the enforcement of an Invoice against a Practice.

4.7 You will:

- (a) at our request promptly give notice of the assignment of an Invoice to the relevant Practice in such form as we may require; and
- (b) use all reasonable endeavours to procure that the relevant Practice, executes and delivers to the us an acknowledgement of that notice in such form as we may reasonably require.

4.8 You irrevocably and severally appoint us as your attorney (with full power of substitution and delegation) in your name and on your behalf and as your act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which you ought to execute and do under the Rocketpay Terms of this letter, or which may be required or deemed proper in the exercise of any rights or powers conferred on us under this letter or otherwise for any of the purposes of this letter, and you agree to ratify and confirm all such acts or things made, done or executed by that attorney.

5. **Consequences of breach of your obligations**

5.1 If any of the representations made by you in paragraph 4.1 above are untrue on the date on which you countersign this letter or on the date on which they are repeated in accordance with paragraph 4.2 in respect of an Invoice, then you will:

- (a) repay us the Payment in respect of that Invoice in full within 2 days of demand by us; and
- (b) indemnify us (on a full indemnity basis) for any costs, expenses and liabilities incurred by us in seeking payment of that Invoice (including without limitation any third party legal costs).

5.2 If you breach any of these Rocketpay Terms, then you will:

- (a) repay us in full, within 2 days of demand by us, each Payment in respect of an Invoice that has not be paid in full by a Healthcare Provider at that time; and
- (b) indemnify us (on a full indemnity basis) for any costs, expenses and liabilities incurred by us in seeking payment of each Invoice (including, without limitation, any third party legal costs).

6. **Exclusions from the Rocketpay Service**

6.1 Certain Engagements and users of the Lantum Site are excluded from using the Rocketpay Service. These include:

- (a) Any engagement where a Healthcare Provider has opted to pay you directly rather than via the Lantum Site;
- (b) Any engagement that is notified to you (via the Lantum Site) as being inside IR35 or otherwise is inside IR35;
- (c) Any use of Lantum at the request of a healthcare provider for the purpose of organising shifts of its employees/workers only ("Rostering User").

6.2 Lantum shall only purchase an invoice for you (in accordance with the provisions of clause 3.1) if that invoice is uploaded onto the Rocketpay Site within 60 days of the Engagement completing. If an invoice is uploaded to the Rocketpay Site later than 60 days following the Engagement, this invoice shall not be eligible for the Rocketpay Service.

7. **Cancellation of Rocketpay Service**

7.1 As a user of the Rocketpay Service, you can cancel your opt in to the Rocketpay Service at any time by withdrawing or cancelling your opt-in. As soon as you cancel your opt in to the Rocketpay Service, the Rocketpay Service will immediately end. Any invoice submitted to the Lantum Site after you have Opted-out of the Rocketpay Service will be paid to you by the GP Practice, via the Lantum Site, without any faster payment mechanisms (unless otherwise agreed via the Lantum Site).

7.2 To cancel an opt in made direct through Lantum, go to your Account area and follow the instructions for cancellation. If you obtained your Subscription through a third party Subscription Provider, you will need to cancel your Subscription directly with that Subscription Provider in accordance with the directions given in their Rocketpay Terms and conditions.

8. Refunds

8.1 To the extent permitted by applicable law, the Rocketpay Fees are not refundable and, unless specified elsewhere in these Rocketpay Terms, it is our policy not to provide refunds for any Rocketpay Fees (or to provide credit or prorated refunds) that are cancelled part way through us processing a Payment (for an Invoice that was submitted whilst you were still opted in to the Rocketpay Service).

8.2 Lantum reserves the right to offer refunds, discounts or other consideration in certain circumstances at its sole discretion. Please note that each circumstance is unique and election to make such an offer in one instance does not create the obligation to do so in another circumstance.

9. Free Trials and Promotional Offers

9.1 If you are a first time user of Lantum and set up a new User Account after Thursday 22nd August 2019, the Rocketpay Service may be made available to you on a free trial basis for 30 days ("Trial Period"). Trial Periods are limited to new users of the Lantum Service only, unless otherwise specified on the Lantum Site and/or the Rocketpay Site. Your status as a new user of the Lantum Service will be determined by us at our sole discretion. These Rocketpay Terms apply to any Trial Period, unless otherwise agreed.

9.2 Unless you opt out of the Rocketpay Service, upon expiry of the Trial Period you will continue to be opted in to the Rocketpay Service.

9.3 You agree not to register multiple User Accounts for the same promotional offer using multiple names, addresses, email addresses or other means. Any such action shall be a breach of these Rocketpay Terms and may result in the termination of your Subscription.

9.4 If we are running a promotional offer we will let you know via the Lantum Site and/or the Rocketpay Site. If we are running a promotional offer, the specific 'Rocketpay Fee' will be notified to you, but will be as detailed in clause 3.1(c) and 3.2(c).

9.5 Certain users of the Lantum Service (such as Lantum Gold members) may be entitled to preferential Rocketpay Fee rates. If you are one of these users, we shall let you know and will inform you what this preferential Rocketpay Fee rate is. The Rocketpay Fee rate will be as detailed in clause 3.1(c) and 3.2(c).

10. Suspension and Termination by Lantum

10.1 We may suspend or terminate your ability to access to the Rocketpay Service at any time.

10.2 We may suspend or terminate your use of the Rocketpay Service (with no obligation to compensate you), if:

- (a) you are in breach of these Rocketpay Terms (in particular (but not limited to) your obligations outlined in clause 4 above);
- (b) we believe that you or anyone else using the Rocketpay Service have committed, or may be committing, any fraud against us or any other third party through the use of the Rocketpay or Lantum Site, Rocketpay Service, or otherwise;
- (c) you use the Rocketpay Site or Lantum Site, or Rocketpay Service in an inappropriate way or in a manner that may negatively influence the reputation and/or business of Lantum, our affiliates, our commercial partners, and/or any other third party who is performing services on our behalf;
- (d) we are required to do so by applicable law or regulation, or to comply with an order of a competent public authority;
- (e) it is not reasonably avoidable due to technical or operational reasons which are beyond our reasonable control; or
- (f) we are entitled to do so for any other reason set out in these Rocketpay Terms.

10.3 All the details that you provide to us, including Invoice details, must be correct, complete and an accurate representation of the invoice amount you are entitled to charge the relevant

Healthcare Provider. If Lantum believes the details are not correct or otherwise breach these Rocketpay Terms or any applicable law, we may suspend, terminate or refuse you access to the Rocketpay Service, the Rocketpay Site and/or the Lantum Site and any of its resources.

11. **Lantum site usage**

11.1 Separate terms of use and privacy policy apply to the use of the Lantum Site (which allows you to find assignments with Healthcare Providers) and/or the use of any other services provided by Lantum. You should read and familiarise yourself with those terms of use.

12. **Changes to the Service**

12.1 From time to time, Lantum may choose to make changes or enhancements to the Rocketpay Service and/or the Rocketpay Site ("Service Updates"). These Service Updates may vary, replace or withdraw any service, feature or functionality provided as part of the Rocketpay Service at any time. We may also make Service Updates in order to repair, maintain or update the Service and/or Site, including software updates and bug fixes. Note that the Service and/or the Site may be unavailable during a Service Update.

12.2 Service Updates may be:

- (a) automatic, such as in connection with general Site changes and additional features or updates to the Service;
- (b) optional and at your election, in which case you will receive information and instructions for how to authorise optional Service Updates; or
- (c) mandatory, in which case you will be required to consent to the Service Update or install or upgrade a third-party plug-in if you wish to maintain continued access to the Service.

12.3 We provide the services on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes other than those set out in these Rocketpay Terms.

12.4 Note that it may not be practical for us to notify you in advance of all Service Updates.

13. **Changes to these Rocketpay Terms**

13.1 Lantum may make changes to these Rocketpay Terms from time to time. The revised Rocketpay Terms will be available to view on The Rocketpay Site. The date that the Rocketpay Terms were last modified is stated at the end of these Rocketpay Terms.

13.2 To the maximum extent permitted by law, if you continue your Opt-In and use the Rocketpay Service after we make any changes, this will be treated as an indication from you that you accept the amended Rocketpay Terms.

13.3 If any change to these Rocketpay Terms will materially disadvantage you, or materially impact the availability of the Rocketpay Service, we will provide 30 days' notice to the email address provided with your Lantum Site usage account. You can choose to cancel your Rocketpay Service at any time and Opt-Out from the Rocketpay Service will be immediate.

14. **Liability**

14.1 To the fullest extent permitted by applicable law, we shall have no liability for:

- (a) losses or harm not caused by our breach of the Rocketpay Terms or negligence;
- (b) unauthorised use of any part of the Site, Service or Content;
- (c) limitation or suspension of access to, or use of, any part of the Service and/or any Content in accordance with these Rocketpay Terms;
- (d) errors, viruses or bugs present in or arising from your use of the Service;
- (e) incompatibility of the Service or any Content with any other software or hardware;
- (f) technical failures or the lack of availability of the Services and/or Content for reasons that are not within our reasonable control;
- (g) any indirect loss or any loss which is not a reasonably foreseeable consequence of our negligence or breach of these Rocketpay Terms; and
- (h) any business loss (including loss of profit, business, business interruption or loss of business opportunity).

- 14.2 **Limitation of liability:** without limiting the disclaimer of warranties and limitation of liability in these Rocketpay Terms, in no event shall our total liability to you for all damages arising from your use of the Service, the digital content, software, materials or products made available through the Service, exceed the amount you paid to Lantum, or the third party Subscription Provider, over the last 12 months.
- 14.3 Nothing in these Rocketpay Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.
- 14.4 Nothing in this section 14 affects any additional legal rights which you may have as a consumer under applicable laws.
- 14.5 If you require any advice on your legal rights, you can refer to your local consumer law enforcement body.
15. **General**
- 15.1 **Governing law and dispute resolution:** These Rocketpay Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.2 **Severable clauses.** If any part of these Rocketpay Terms is found to be unenforceable, invalid or illegal it will be treated as deleted and the remainder of the Rocketpay Terms will remain in full force and effect.
- 15.3 **Matters outside of our control:** We shall not be liable to you if any aspect of the Rocketpay Services are delayed or cannot be provided for reasons beyond our reasonable control.
- 15.4 **Entire agreement:** Your agreement to these Rocketpay Terms forms the entire agreement between you and us in relation to the Rocketpay Services. We have entered into an agreement with you to provide the Rocketpay Services relying only on these Rocketpay Terms and neither you nor us shall have any liability for any other promises or statements.
- 15.5 **Waiver:** To the extent we fail to or decide not to exercise any right of claim against you to which we are entitled, this will not constitute a waiver of that right unless otherwise indicated to you in writing.
- 15.6 **Privacy:** Your use of the Rocketpay Service may provide Lantum with certain information, for example Invoice amounts and details of the services provided by you to Healthcare Providers. All information that we receive is subject to the Lantum Privacy Notice, as detailed further at https://lantum.com/wp-content/uploads/2019/06/Lantum-Privacy-Policy-12_03_19.pdf.
- 15.7 **Transfer of rights:** The agreement between us and you is personal to you and no third party is entitled to benefit under it. You agree we can transfer our rights and obligations under these Rocketpay Terms to any company, firm or person provided that the Service will not reduce as a result of such transfer. You may not transfer your rights or obligations under these Rocketpay Terms to anyone else.
- 15.8 **Notices and contact:** If we need to contact you or give you any notice under these Rocketpay Terms, we will do so in writing by email or post. We will assume for notices by post that you've received them two working days after we've sent them. For any electronic notices, including emails, we will assume they have been delivered on the day they are sent. We'll send notices to you using the contact details you have given us, so please make sure you have provided us with accurate contact details, and keep us up to date if they change.

Please confirm your agreement to the Rocketpay Terms by Opting-In to the Rocketpay Service.