

TERMS AND CONDITIONS FOR LOCUMS

1. **These Terms**

These terms and conditions (**Terms**) apply to your use of the website www.mylocummanager.com (**Web Platform**) which is owned and maintained by MyLocumManager UK Ltd, and the services available from the Web Platform (together, the **MyLocumManager Service**).

These Terms should be read alongside, and is in addition to, MyLocumManager's Privacy Policy, Website Terms of Use, Acceptable Use Policy and Cookie Policy (accessible on our Web Platform)

We reserve the right, from time to time to change these Terms at our sole discretion, by giving you notice and the latest version will appear on our Web Platform. By using the MyLocumManager Service after any changes have been posted, you agree to the new terms.

Please read these terms carefully before you using MyLocumManager Service. By using the MyLocumManager Service, you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms, you must not use MyLocumManager Service.

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 MyLocumManager Service, will do so as an authorised representative of that limited company.

2. **MyLocumManager Service**

- 2.1 The MyLocumManager Service is operated by MyLocumManager UK Ltd (**us, we, our** or **MyLocumManager**). Further information about us, including how to contact us, is set out in section 17, below.
- 2.2 You can find a description of our MyLocumManager Service on our Web Platform, and we will explain which MyLocumManager Service options are available to you when you create a MyLocumManager account (**Subscription**).
- 2.3 The MyLocumManager Service is only available to legal residents of the United Kingdom who are GMC registered doctors.
- 2.4 We reserve the right, from time to time, with or without notice, to change these Terms at our sole discretion, and the latest version will appear on our Web Platform with the date that it was last updated. By using the MyLocumManager Service after any changes have been posted, you agree to the new terms.

3. **Rights we grant**

- 3.1 The MyLocumManager Service and other material on the Web Platform is owned and operated by us. Unless otherwise indicated, all content, information and other materials on our MyLocumManager Service, including our trademarks and logos, the visual interfaces, graphics, design, information, software, computer code, services, text, images, sound files and any other files, and the selection and arrangement thereof (collectively, the **Materials**) are protected by relevant intellectual property rights and laws. All Materials contained on our MyLocumManager Service are the property of MyLocumManager and/or third party licensors.
- 3.2 We grant you a limited, non-exclusive, non-transferable, revocable licence to make use of our MyLocumManager Service and a limited, non-exclusive, non-transferable, revocable licence to make personal, non-commercial use of the Materials. We reserve all rights not expressly granted in these Terms.
- 3.3 You agree not to remove, obscure or alter any of the Materials appearing on our MyLocumManager Service. You may not sell, license, distribute, copy, modify or otherwise

make any derivative use of, publicly perform or display, transmit, publish, edit or adapt the Materials.

- 3.4 If we find that you have made unauthorised use of the Materials found on the MyLocumManager Services we may terminate this licence at any time (and without notice).

4. Service availability

- 4.1 There may be times when our MyLocumManager Service or any part of it is not available for maintenance or technical related reasons, whether on a scheduled or unscheduled basis.
- 4.2 MyLocumManager does not warrant that your use of the MyLocumManager Service will be uninterrupted or error-free; or that the MyLocumManager Service and/or the documentation or information obtained by you through MyLocumManager Service will meet your requirements.
- 4.3 MyLocumManager is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the MyLocumManager Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5. Changes to the MyLocumManager Service

- 5.1 We may change and update our MyLocumManager Service in whole or in part without notice to you (provided always that any such changes do not result in material degradation in the functionality of any part of the MyLocumManager Service).
- 5.2 We are not liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control. If such circumstances result in material degradation in the functionality of the MyLocumManager Service then any obligation you may have to make any payment to download, use or access them will be suspended for the duration of such period. We are entitled to modify or discontinue the MyLocumManager Service or any part of them which are paid-for with real money in our sole discretion upon reasonable notice to you.

6. Your use of the MyLocumManager Service

- 6.1 In order to access the MyLocumManager Service you will need to purchase a Subscription or activate a free trial. The charge for the Subscriptions you can purchase shall be as stated at the time you place the order, except in the case of obvious error.
- 6.2 In order to use the MyLocumManager 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.
- 6.3 You are only eligible to register for the MyLocumManager Service if, and by registering and creating a Subscription or free trial you confirm that, you are a GMC registered doctor 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.
- 6.4 On registering with us to use the MyLocumManager Service, you will be issued with a user name and password which must be used in order to access the MyLocumManager Service. The user name and password are personal to you and are not transferable. You agree that when you create an account with us, you shall take all steps necessary to protect your login details and keep them secret. You agree that you shall not give your login details to anyone else or allow anyone else to use your login details or account. If you do not keep your login details secret, or if you share your account or details with someone else, you accept full responsibility for the consequences of this (including any unauthorised purchases).
- 6.5 You may not adapt or circumvent the systems in place in connection with the Web Platform, nor access the MyLocumManager Service other than through normal operations for the purposes contemplated in these Terms.

- 6.6 You warrant that all the information you provide to us on accessing and/or using the MyLocumManager Service is and shall remain true, correct and accurate at all times. You understand and agree that all content that you may upload, communicate or otherwise make available via our MyLocumManager Service is your sole responsibility.
- 6.7 You must not misuse our Web Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our MyLocumManager Service, the server on which our Web Platform is stored or any server, computer or database connected to our Web Platform. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our MyLocumManager Service will cease immediately.
- 6.8 In using the MyLocumManager Service you must comply with our other policies on our Web Platform including (without limitation) our Website Terms of Use.
- 6.9 You must comply with the laws that apply to you in the location that you access our MyLocumManager Services from. If any laws applicable to you restrict or prohibit you from using our MyLocumManager Service, you must comply with those legal restrictions or, if applicable, stop accessing and/or using our MyLocumManager Service.
- 6.10 You agree that you will not:
- 6.10.1 impersonate any other person, conduct yourself in an offensive or abusive manner, or use our MyLocumManager Service for any unlawful purposes;
 - 6.10.2 sell, transfer or try to sell or transfer an account with us or any part of an account;
 - 6.10.3 contravene any regulations or requirements of any network connected to our MyLocumManager Service;
 - 6.10.4 disrupt or interfere with our MyLocumManager Service or networks or servers that provide our MyLocumManager Service;
 - 6.10.5 use virtual private networks, false email addresses or any other means to mask your identity;
 - 6.10.6 attempt to access the accounts of other users or upload, share or submit content containing any spy ware, adware, viruses, corrupt files, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information;
 - 6.10.7 disable or modify any copy protection technology used on our MyLocumManager Service;
 - 6.10.8 not to alter or modify, translate, adapt, merge, make derivative works of, decompile, disassemble, reverse compile, reverse engineer or otherwise attempt to derive the source code for any part of the Web Platform or any of the MyLocumManager Service;
 - 6.10.9 collect, harvest or 'scrape' any data from any web pages contained in our Web Platform;
 - 6.10.10 upload, share or submit content that is or may be interpreted as obscene, indecent, pornographic, sexually explicit, libellous, maliciously false, inaccurate, misleading, depicting violence (in a explicit, graphic or gratuitous manner) offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or cause

annoyance, inconvenience or needless anxiety to any person or be in breach of hate speech or discrimination legislation;

6.10.11 upload, share or submit any content that infringes any proprietary rights of any third party including any patent, copyright, moral right, database right, trademark right, design right, trade secret rights in passing off, rights of privacy, publicity, confidence, or under data protection legislation or other intellectual property law;

6.10.12 do or omit to do anything which would bring us, the MyLocumManager Service, our suppliers or other users into disrepute or in any way damage our or their reputation;

6.10.13 interfere with another user's use and enjoyment of the Web Platform or the MyLocumManager Service; or

6.10.14 use our MyLocumManager Service in any other way not permitted by these Terms.

7. **Free trial**

7.1 From time to time, we may offer trials of the MyLocumManager Service for a specified period without payment (**Trial**). We may determine your eligibility for a Trial at our sole discretion, and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law.

7.2 To continue your Subscription following a Trial, you will need to set up a regular monthly payment. This payment will automatically continue until you instruct it to stop.

7.3 For some Trials, we may require you to provide your payment details to start the Trial. We will tell if this is the case when you start the Trial. By providing such details you agree that we may automatically begin charging you for the MyLocumManager Service on the first day following the end of the Trial on a recurring monthly basis or another interval that we disclose to you in advance. ***If you do not want this charge, you must cancel the applicable paid subscription before the end of the Trial.***

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

8. **Acknowledgments**

8.1 You acknowledge that we do not supervise and/or control the actions of any GP surgery.

8.2 You understand that we do not conduct checks on its users or otherwise inquire into the background of the GP surgeries or other users.

8.3 We not involved in the actual transactions between users. As most of the content on the MyLocumManager Service comes from other users, we do not guarantee the accuracy of postings or user communications or the quality, safety, or legality of what's offered.

8.4 You acknowledge that we are not an employment agency for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and we are instead a medium through which you find engagements for themselves and GP surgeries find GP locums to work on engagements.

8.5 You acknowledge that there is no contract between us and a GP surgery relating to the services you may provide to that GP surgery.

8.6 We shall not be responsible for and shall have no involvement in any disputes between you and any GP surgery and we shall not be responsible for the quality of the services provided by you or your activities while at the GP surgery's location(s). The price you pay for your Subscription reflects only those online services agreed to be supplied by us and do not indicate acceptance of any liability by us for your acts or omissions.

9. **Payment**

- 9.1 You may purchase a Subscription by paying a Subscription fee in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase. By signing up to the MyLocumManager Services you agree to pay the associated Subscription fee. The price stated for the MyLocumManager Services includes all applicable taxes, unless stated otherwise. You are solely responsible for paying such taxes or other charges.
- 9.2 You can pay for a Subscription on our Web Platform via Stripe with Visa, MasterCard and American Express. Please note payments via Stripe are subject to Stripe's terms and conditions which are available on request to Stripe.
- 9.3 Your Subscription will automatically renew at the end of the applicable Subscription period, unless you cancel your Subscription before the end of the then-current Subscription period.
- 9.4 By providing us with a payment method, you represent that you are authorised to use the payment method you provided and that any payment information you provide is true and accurate; and authorise us to charge you for the MyLocumManager Service using your payment method.
- 9.5 You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions.
- 9.6 If you tell us to stop using your payment method and do not provide us with another payment method after our notice to you to do so within an appropriate timeframe, we may suspend or cancel your account in accordance with these Terms.
- 9.7 We may change the price for the MyLocumManager Service at any time. We will tell you about any price changes in advance. Price changes will take effect at the start of your next Subscription period following the date of the price change. You accept the new price by continuing to use the MyLocumManager Service after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from the MyLocumManager Service prior to the price change coming into effect.
- 9.8 We may suspend or cancel your MyLocumManager Service if you fail to pay in full on time after we send you a reminder – with the notice of suspension and/or cancellation of the MyLocumManager Service – to make your payment within an appropriate time. You can avoid suspension or cancellation if you make the required payment within the appropriate time set out in the reminder. In case of late payments, you must pay for the reasonable costs we incur to collect any past due amounts including lawyers' fees and other legal fees and costs, as permitted by law and regulations.
- 9.9 Depending on which bank you use, additional charges may be issued by your bank; we have no control over this and accept no liability in relation to the same. If you are unsure whether you will be subject to such additional charges then you should check with your bank before making a purchase.

10. **Cancellation or termination**

- 10.1 You may cancel your Subscription by accessing the 'subscription details' page in your account. If you cancel your Subscription the cancellation will take effect the day after the last day of the current Subscription period, and you will no longer be able to access the MyLocumManager Service. If you cancel your Subscription before the end of the current Subscription period, we will not refund any Subscription fees already paid to us.
- 10.2 We may suspend or cancel your Subscription if we do not receive payment in respect of a Subscription period after we have sent you a reminder.
- 10.3 We may suspend or cancel your use of the MyLocumManager Service (with no obligation to compensate you), if:

- 10.3.1 you are in breach of these Terms (in particular (but not limited to) your obligations outlined in clause 6 above);
 - 10.3.2 we believe that you or anyone else using your Subscription to the MyLocumManager Service has committed, or may be committing, any fraud against us or any other third party through the use of the MyLocumManager Service or otherwise;
 - 10.3.3 you use the MyLocumManager Service in an inappropriate way or in a manner that may negatively influence the reputation and/or business of MyLocumManager, our affiliates, our commercial partners, and/or any other third party who is performing services on our behalf;
 - 10.3.4 we are required to do so by applicable law or regulation, or to comply with an order of a competent public authority;
 - 10.3.5 it is not reasonably avoidable due to technical or operational reasons which are beyond our reasonable control; or
 - 10.3.6 we are entitled to do so for any other reason set out in these Terms.
- 10.4 We may withdraw the MyLocumManager Service. We may write to you to let you know that we are going to stop providing the MyLocumManager Service. We will let you know at least 60 days in advance of our stopping the supply of the MyLocumManager Service and will refund any sums you have paid in advance for services which will not be provided.

11. **Ending the MyLocumManager Service**

If the MyLocumManager Service are cancelled (whether by you or us) your right to access the MyLocumManager Service stops immediately. We will delete data or any content associated with the MyLocumManager Service or will otherwise disassociate it from you and your MyLocumManager account (unless we are required by law to keep it, return it or transfer it to you or a third party identified by you). As a result, you may no longer be able to access any of the MyLocumManager Service (or your content that you have stored on the MyLocumManager Service). You should have a regular backup plan.

12. **Copyright infringement takedown**

- 12.1 Please note that we have no obligation to monitor, review, filter, moderate or remove any content from the MyLocumManager Service. Nevertheless, we reserve the right to take any such actions in our sole discretion.
- 12.2 Notwithstanding our position that we are not obliged to monitor any content uploaded to the MyLocumManager Service (as referred to above), it is our policy to: (i) block access to or remove material that we believe in good faith to be copyright works that have been illegally copied and distributed by any of our advertisers, affiliates, suppliers or users; and (ii) terminate repeat offenders' use of the MyLocumManager Service.
- 12.3 We have no control over and do not warrant in any way that the content or other information and materials provided by our users or third parties are accurate, complete, legal, non-infringing, reliable, current or error-free. To the fullest extent permitted by law, we disclaim all warranties, representations, and terms and conditions that may relate in any way to any content listed on the MyLocumManager Service.

13. **Limitation of liability**

- 13.1 Nothing in these Terms shall operate to exclude or limit our liability for:
 - 13.1.1 death or personal injury caused by our negligence;
 - 13.1.2 our own fraudulent acts or omissions; or

- 13.1.3 any other liability which cannot by law be excluded.
- 13.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our MyLocumManager Service or any content on it, whether express or implied.
- 13.3 MyLocumManager shall not be liable for 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) (**Losses**) arising out of:
 - 13.3.1 your act or omission or misrepresentation (whether before or after the start of your Subscription)
 - 13.3.2 any special, indirect or consequential damages or loss; or
 - 13.3.3 any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure by us to perform any obligations under these Terms.
- 13.4 Subject to clause 13.1 and without prejudice to the other provisions of this clause 3, our liability in respect of any breach of these Terms shall be limited to in respect of any MyLocumManager Service a sum equivalent to total fees paid for use of the MyLocumManager Service during the 12 months immediately preceding the date on which the claim arose.
- 13.5 Subject to clause 13.1, we will not be liable for Losses arising from:
 - 13.5.1 any failure of any GP surgery to provide the services for all or part of the duration of these Terms;
 - 13.5.2 the negligent, wrongful, dishonest, unlawful or fraudulent acts or omissions or misrepresentations of any GP surgery; or
 - 13.5.3 the theft, destruction, deletion or damage of or to any data, computer systems or materials by any GP surgery.
- 13.6 We will not be liable to you for any lack of performance, or the unavailability or failure of any of our MyLocumManager Service, or for any failure by us to comply with these Terms, where such lack, unavailability or failure arises from any cause reasonably beyond our control.
- 13.7 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our MyLocumManager Service or to your downloading of any content from it, or on any website linked to it.
- 13.8 We will not be liable for any damage that may be caused to any device on which you access or use our MyLocumManager Service that is caused in any way by our MyLocumManager Service, unless that damage is directly caused by our failure to exercise reasonable skill and care in the provision of the MyLocumManager Service.
- 13.9 We assume no responsibility for the content of websites linked on our Web Platform or on our MyLocumManager Service. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

14. **Indemnification**

- 14.1 To the fullest extent permitted by law, you agree to indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) arising out of:
- 14.1.1 your breach of these Terms;
 - 14.1.2 any allegation that any materials that you submit to or post on our MyLocumManager Service infringe or otherwise violate the rights of a third party; and
 - 14.1.3 your access or use of our MyLocumManager Service.

15. **How we may use your personal information**

- 15.1 We will only use your personal information as set out in our Privacy Policy.

16. **General**

- 16.1 **Notices.** Any notice required to be given under these Terms shall be given in such manner as is expressly provided for on the 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 Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).
- 16.2 **Entire agreement.** These Terms are the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Terms.
- 16.3 **Assignment and transfer**
- 16.3.1 We may assign or transfer our rights and obligations under the Terms to another entity but will always notify you by posting on the Web Platform if this happens.
 - 16.3.2 You may only assign or transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 16.4 **Variation.** Any variation of the Terms only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 16.5 **Waiver.** If we do not insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 16.6 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 16.7 **Third party rights.** These Terms are between you and us. No other person has any rights to enforce any of its terms.
- 16.8 **Governing law and jurisdiction.** These Terms are governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Terms to the exclusive jurisdiction of the English courts.

17. **About us**

MyLocumManager UK Ltd is a company incorporated and registered in England and Wales with Company Number 10319547 whose registered office is at 1 Tudor Road, Kingston upon Thames, KT2 6AS (**MyLocumManager**).

To contact us, telephone our customer service team at 020 7097 1335 or email us at info@mylocummanager.com.