

Filling In Terms & Conditions

version 1.1

Last update: 13th May 2024

If you have any questions about this Terms, please email info@filling-in.co.uk

THESE TERMS AND CONDITIONS apply in relation to any services provided by Filling In Limited (Company No. 13873720) a company incorporated in England and Wales whose registered office is at Chester House Lloyd Drive, Cheshire Oaks Business Park, Ellesmere Port, Cheshire, United Kingdom, CH65 9HQ ("**Filling In**") to you as a dental practice of Locum services (the "**Client**").

The following terms and conditions apply to your use of the Filling In Web Platform which is owned and maintained by Filling In, and the services available from the Filling In Web Platform (together, the "**Filling In Service**"). Please read these terms carefully. By using the Filling In Web Platform and/or using the Filling In 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 Filling In Web Platform or use the Filling In Service.

BACKGROUND:

(A) Filling In is in the business of providing a web-based platform to help Locums find dental practices who want to engage their services, and dental practices find Locums who want to provide services.

1. (A) Filling In may, at the option of the dental practice, provide a service which allows that dental practice to subscribe to the Filling In Service.
2. (D) Filling In shall facilitate introductions to dental practices of Locums in accordance with the terms of this Agreement.
3. (E) Locum services under these General Terms and Conditions include that the parties acknowledge and accept that any payment relating to Locum Services shall be the ultimate responsibilities of the Client and paid under or in consequence of the agreement between the Locum and Client and not under any agreement between the Client and Filling In.

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 Filling In and the Client comprising the terms set out in this document and any Marketplace Engagement Details relating to a relevant Marketplace Engagement.

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

"Client Services" means the services to be performed by the Client under this 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 Locum dental professional [locum]).

"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.

"Marketplace Engagement Details" means any terms entered on the Filling In Web Platform relevant to an Marketplace Engagement or proposed Marketplace Engagement and including the general requirements of a potential Vacancy posted by the Client on the Filling In Web Platform, including start time, end time, type of work including the structure of the day and if there are any additional requirements, location, travel information to the practice, fee rate, and health and safety details.

"Locum" means the individual named in the relevant Marketplace Engagement Details relating to the relevant Marketplace Engagement.

"Locum Invoice" has the meaning set out in clause 5.1.

"Locum Services" means the services to be performed by a Locum in relation to a Marketplace Engagement.

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

"Filling In Web Platform" means www.Filling-In.co.uk

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

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

"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 Locums who have, independently of the Client, registered with the Filling In Web Platform, or who have otherwise had their details added to the Filling In Web Platform by someone other than the Client or a dental practice within Collaboration with the Client.

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

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

"Short Notice Cancellation Service Fee" means the fee payable by the Client to Filling In in respect of the cancellation of a Marketplace Engagement which is cancelled at short notice on the basis set out in Schedule 1A.

"Timesheet" means a record posted on the relevant part of the Filling In Web Platform, or such other system as is used to record the time and attendance details of Locum on Marketplace 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 Locum through the Filling In Web Platform of a vacancy to perform the Locum Services in accordance with Marketplace Engagement Details and these General Terms and Conditions.

1. 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.
2. 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; and
 - (c) one gender shall include any gender.

2. Filling In's obligations

1. 2.1 Filling In shall (subject to availability) provide systems to fill a Vacancy and perform an Marketplace 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, Filling In will carry out Filling In Checks.
2. 2.2 Filling In will use its reasonable endeavours to carry out certain other checks (as may from time to time be specified by it on the Filling In Web Platform) on Locums who register on the Marketplace, and in accordance with Schedule 2, Clause 4.

3. The Client's obligations

1. 3.1 The Client agrees that by submitting a Vacancy Notification on the Filling In Web Platform the Client has given Filling In authority to provide a system under which the Client may try to find a Locum for that Vacancy.
 - 3.6 The Client warrants, represents and undertakes that:

1. (a) when submitting a Vacancy Notification or other records or details relating to a Marketplace Engagement it will not breach or directly or indirectly cause Filling In to breach any anti-discrimination laws or provide any information or make any requests that may bring Filling In into disrepute;
2. (b) it will not block a Locum from work with the Client for any reason that is of an unlawfully discriminatory nature, or that may bring Filling In into disrepute;
3. (c) all information provided by the Client in the form of Marketplace Engagement Details or otherwise for the purposes of the Marketplace Engagement will be true and accurate and up to date;
4. (d) it will supply information to Filling In via the Filling In Web Platform confirming the performance of the Locum Services by appropriate completion of the Timesheet; and

3.8 The Client agrees that it shall give to Filling In in the Marketplace Engagement Details and/or otherwise as requested by Filling In information confirming:

5. (a) the identity of the Client;
6. (b) the date on which the Client requires provision of the Locum Services to commence and the duration or likely duration of provision of the Locum Services;
7. (c) in the case of a Marketplace Engagement, the experience, training, qualifications and any authorisations which the Client considers are necessary, for the Locum to possess in order to provide the Locum Services. For the avoidance of doubt Filling In will not carry out checks in relation to these and it is agreed that (unless specifically agreed otherwise with Filling In in writing) responsibility for such checks will rest with the Client;
8. (d) what is needed by Filling In to carry out the Filling In Checks;
9. (e) when the Client has Engaged a Locum so that the appropriate Filling In Service Fee can be calculated and invoiced in respect of that Marketplace Engagement; and
10. (f) that they are a genuine dental practice who supplies medical services and who does not on-supply such services 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:

1. (a) (where it decides to engage a Locum) engage each Locum on the terms of a Locum Agreement;
2. (b) carry out risk assessments of the Locum Services to be undertaken and notify the Locum immediately of any specific or potential hazards relating to the Marketplace Engagement and any precautions the Locum should take in relation to such risks;
3. (c) not allow the Locum to undertake any work that is hazardous without first undertaking a risk assessment and notifying the Locum of any risks identified;
4. (d) if applicable, make clear to the Locum what rules (including but not limited to health and safety, site and security policies, procedures and regulations) apply in respect of the location(s);
5. (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;
6. (f) check and sign or electronically verify Timesheets (in a form approved by Filling In) verifying the number of hours worked by the Locum which shall be deemed to be confirmation of satisfactory performance of the Locum Services by the Locum unless the Client expressly notifies Filling In otherwise in writing;
7. (g) notify Filling In immediately if it is dissatisfied with the performance by the Locum of the Locum Services; and
8. (h) (without limitation to the above) not commit any act or omission constituting unlawful discrimination against or harassment of any Locum in connection with the performance of the Locum Services.

3.11 The Company shall be entitled to terminate the Marketplace Engagement by notice to the Client with immediate effect if it has reasonable grounds to believe that the circumstances under which the Services are provided and/or the nature of the Assignment have changed and/or require re-assessment;

3.12 The Client shall co-operate with Filling In's reasonable requests for information in the event that HMRC and/or the Locum challenge(s) the Client Assessment and/or Filling In's decision to pay the Locum net or gross of PAYE tax and National Insurance Contributions.

4. Vacancy-filling Process

1. 4.1 Subject to the terms of this Agreement, the Client may use the Filling In Web Platform to issue Vacancy Notifications and Timesheets.
2. 4.2 Filling In shall operate the Filling In Web Platform so that Locums are able to reply to Vacancies that the Locums state they are qualified to perform.
3. A contract relating to a Marketplace Engagement will be deemed to have been entered into between the Client and the Locum (on the terms of the Locum Agreement) when a Locum accepts via the Filling In Web Platform to undertake the relevant Marketplace Engagement that the Client posts via the Filling In Web Platform.
4. 4.7 Where a Marketplace Engagement is cancelled or terminated by the Client before the expected commencement of the Marketplace Engagement, the Client shall pay (in such manner as may be notified by Filling In from time to time):
 1. (a) the Short Notice Cancellation Fee (as defined in the form of agreement in Schedule 4) to the Locum; and
 2. (b) the Short Notice Cancellation Service Fee (calculated in accordance with Schedule 1A) to Filling In.

5. Payment of Fees

5.1 On acceptance of the Marketplace Engagement by the Locum, the Client will make a payment by credit card using the payment provider nominated by Filling In. The payment shall be made up of

(a) sums due in respect of any Locum invoice received by (or details of which are received by) Filling In (as agent for the Client) and payable by the Client for any Marketplace Engagement, including any Short Notice Cancellation Fees (the "**Locum Invoice**");

(c) sums due in respect of any Filling In invoice in respect of Filling In Service Fees, and Filling In Short Notice Cancellation Fees payable by the Client;

d) sums due in respect of any Late Payment Charge;

(e) any other sums from time to time payable by the Client in accordance with this Agreement and/or as specified in the Marketplace Engagement Details and/or Filling In Web Platform; and

(f) VAT as applicable.

5.3 Any payment by the Client before the relevant due date in respect of any Locum Invoice shall be held, once received by Filling In, on trust for the Client pending transfer to the Locum. The Client hereby authorises Filling In (as agent for the Client) to make such transfer, provided that Filling

In has reasonable grounds for believing that the relevant Locum Services have been provided (including such evidence as may be derived from entries made in the Timesheet). Subject to receipt of the relevant payment Filling In agrees to make such payment to the Locum on such date.

8. 5.9 The Client shall immediately notify Filling In if a Locum requests that the Client make a payment directly to it or through any channels other than those specified in this clause 5.
9. 5.10 For the avoidance of doubt, in the calculation of the sums due to Filling In in relation to Locum Services performed (including without limitation the Filling In Service Fees and Late Payment Charge), an entry in the Timesheet shall be conclusive evidence that the Locum 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. Filling In shall not be responsible for verifying statements or entries relating to hours worked or claims for payment submitted by or on behalf of a Locum.
10. 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 Filling In of this within two Business Days and shall promptly provide all co-operation and information reasonably required by Filling In to establish the hours actually worked and/or expenses incurred by the Locum. Any failure so to inform Filling In within two Business Days or co-operate shall entitle Filling In to issue an invoice based on such Timesheet and be paid in accordance with this clause 5.
11. 5.13 All amounts due under this Agreement (including any payments due to a Locum) shall be paid in full to or via Filling In 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 Filling In in order to justify withholding payment of any such amount in whole or in part.

6. Termination

6.1 This Agreement shall continue unless terminated:

1. (a) by written notice with immediate effect by Filling In if there is any breach of this Agreement by the Client; or
2. (b) by five Business Days' written notice by Filling In if there is any other serious or repeated breach of this Agreement by the Client, which is, in the reasonable opinion of Filling In, capable of remedy and which is not remedied within 10 Business Days after an earlier notice requiring it to do so; or
3. (c) by written notice with immediate effect by Filling In and without liability for Filling In or prejudice to any right for relief Filling In may have if in good faith Filling In considers for any reason that (i) the Client may not meet its obligations to Filling In, or (ii) the Locum may no longer be willing, or able or suitable to undertake the Locum Services for the Client;
4. (d) by written notice with immediate effect by either party for convenience; or
5. (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 Filling In does not supervise and/or control the actions of any Locum. Nothing in this Agreement shall in any way constitute any Locum as the employee or worker of Filling In. Filling In shall not be responsible for supervising, monitoring or directing the Locum whilst working on a Marketplace 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 Locum is performing the Locum Services.

1. 7.2 The Client acknowledges that Filling In is not an employment agency for the purposes of the Conduct Regulations and is instead a medium through which Locums find Marketplace Engagements for themselves and Clients find Locums to work on Marketplace Engagements.
2. 7.3 The Client acknowledges that there is no contract between Filling In and a Locum relating to the Locum Services. Filling In shall not be responsible for and shall not be involved in any disputes between the Client and a Locum and shall not be responsible for the quality of the Locum Services provided by the Locum or their activities while at the Client's location(s). The Filling In Service Fee reflects only those online services agreed to be supplied by Filling In and do not indicate acceptance of any liability for the Locum's acts or omissions.
3. 7.5 Filling In shall not be responsible for ensuring the suitability of any Locum or for the accuracy or validity of any Filling In Checks save to the extent set out in Schedule 5.
4. 7.6 Filling In shall not be responsible for any Loss relating to any Locum not complying with any legal or tax requirements when acting as an intermediary. Filling In encourages the Client to carry out its own due diligence. 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.
5. 7.7 The Client shall comply with Schedule 6 in relation to its usage of the Filling In Web Platform.
6. 7.8 Subject to clause 7.11, Filling In shall not be liable for any Losses arising from:

(a) any failure to provide the services of the Locum for all or part of the term of this Agreement;

(b) the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations of the Locum, including, without limitation, any lack of skill of any Locum; or

(c) the theft, destruction, deletion or damage of or to any data, computer systems or materials by any Locum.

9. 7.9 Filling In shall not be liable for any Losses arising out of:
 1. (a) any act or omission or misrepresentation (whether before or after the date of this Agreement) of any Locum;
 2. (b) any special, indirect or consequential damages or loss; or
 3. (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 Filling In to perform any obligations under this Agreement.
10. 7.10 Subject to clause 7.11 and without prejudice to the other provisions of this clause 7, Filling In's liability in respect of any breach of this Agreement shall not exceed in respect of any Locum a sum equivalent to three times the Filling In Service Fee paid (or which would have been payable).
11. 7.11 Nothing in this Agreement shall operate to exclude or limit Filling In's liability for:
 1. (a) death or personal injury caused by Filling In's negligence;
 2. (b) its own fraudulent acts or omissions; or
 3. (c) any other liability which cannot by law be excluded.
12. 7.12 Any responsibilities to Locums under the Agency Workers Regulations 2010 or any employment law remain the sole responsibility of the Client and the Client agrees to perform those responsibilities.
13. 7.13 The Client shall indemnify and keep indemnified Filling In against any Losses incurred by Filling In arising out of any breach of this Agreement by the Client.

8. Data Protection

1. 8.1 The terms "Data Subject", "Personal Data" and "processing" shall have the meanings set out in Data Protection Laws.

Marketplace Personal Data

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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. 8.8 The Client shall act as the Data Controller and Filling In shall act as the Data Processor in respect of the Personal Data relating to a Locum supplied to Filling In through the Client Staff Bank or Client Collaborative Bank ("**Client Personal Data**"), provided that the relevant Locum has not entered into the Marketplace.

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 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:

1. (d) the other terms of this Agreement;
2. (e) all Schedules (other than Schedule 1B, 1C, 2 and 3) of this Agreement.

2. 9.2 The Client acknowledges that, in entering into this Agreement, it has not relied on any representations by Filling In, made before the execution of this Agreement other than those expressly set out in this Agreement.
3. 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 Filling In. Filling In shall however be entitled to assign this Agreement and, upon such Marketplace Engagement, without prejudice to the assignor's rights in respect of matters arising prior to such Marketplace Engagement, and all references to Filling In shall be deemed to refer to the assignee.
4. 9.4 Time is of the essence for all times, dates and periods specified in this Agreement.
5. 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 Filling In 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.
6. 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 Filling In 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).
7. 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.
8. 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:
 1. (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;
 2. (b) to the extent permitted by law, Filling In 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. 9.9 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 Filling In 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

The Filling In Service Fee shall be calculated as of following criteria:

LOCATION

(London 20% increase on base rate)

YEARS OF EXPERIENCE

1,2,3,4+

SKILL SET BASED ON JOB POSITION

DENTAL NURSES

Sedation Trained

Dental Implant Nurse

Radiography Trained

Digital Scanning Trained

Impression Taking

Photography Trained

Treatment Coordinating

Can pour/cast Models

Can measure/record plaque indices

Shade-taking trained

Can place rubber dam

Certified in oral health education

F-varnish application

Suture removal

Software

DENTAL HYGIENISTS

Administering inhalation sedation

Airflow Treatment

Teeth Whitening

Intra-oral Scanning Trained

Photography Trained

Suture Removal

DENTISTS

Dental implant qualified

Short Term Orthodontics qualifications

Administering inhalation / IV sedation

Oral Surgery

Endodontics

Periodontics

Prosthodontics

Orthodontics

Paediatric Dentistry

Competent with Composite Bonding

Non-surgical cosmetic injectables

Intra-oral Scanning Trained

Photography Trained

Teeth Whitening

DENTAL THERAPISTS

Competent with Composite Bonding

Administering inhalation sedation

Airflow Treatment

Teeth Whitening

Intra-oral Scanning Trained

Photography Trained

Suture Removal

The Short Notice Cancellation Service Fee shall be the following proportion of the Filling In Service Fee that would have been payable for the Marketplace Engagement:

Marketplace Engagement cancelled within	Cancellation fee
48 hours of the start time	The full working hours fees contractable to the locum and Filling In

10. The above amounts are subject to VAT as applicable.

Schedule 4

General Terms and Conditions between Locum and Client for Locum Services

Background:

1. (A) The Locum shall provide the Locum Services for the Client in accordance with the terms of these General Terms and Conditions which is a contract for services.
2. (B) These General Terms and Conditions are a framework agreement, the terms of which shall apply to any and each Marketplace Engagement agreed between the parties, including via such click box or registration system on any online platform the parties may use.
3. (C) Locum Services under these General Terms and Conditions will be paid directly by the Client to the Locum but may, for reasons of convenience, be paid for via a third party, but the parties acknowledge and accept that any payment relating to Locum Services shall be the ultimate responsibilities of the Client and paid under or in consequence of the Agreement between the Locum 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 documentation, application form or other written information provided by the Locum 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 Locum for performing the Locum Services.

"Attendance Module" means any part of the Platform or other system from time to time applicable to the Marketplace Engagement that is used to record the time and attendance details of Locums on Marketplace 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 Marketplace Engagement is performed.

"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.

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

"Marketplace Engagement Details" means details relating to the Marketplace Engagement set out in the Platform and including start time, end time, type of work, location, travel information to the practice, Fee Rate and payment date, and health and safety details.

"Fee Rate" means the rate of payment as detailed in the Platform plus any Short Notice Cancellation Fee.

"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 Locum 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 Locum Services.

"Locum" means the individual whose personal details are registered with any Platform and who is assigned to the performance of the Locum dental services as at the start of an Marketplace Engagement.

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

"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).

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

"Short Notice Cancellation Fee" means the fee payable by the Client for cancelling a Marketplace Engagement at short notice. Bookings cancelled more than 48 hours in advance will incur no penalty. If a booking is cancelled with less than 48 hours before the Marketplace Engagement is due to commence, the Locum may charge the following fees:

Marketplace Engagement cancelled within	Cancellation fee
48 hours of the start time	The whole hours of the Engagement at the rate applicable as per the Fee Rate had the assignment

proceeded as originally
contracted

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

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

2. 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.
3. 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.
4. 1.4 Where the context permits, words denoting:
 1. (a) persons shall include bodies corporate and unincorporated associations of persons;
 2. (b) the singular includes the plural and vice versa; and
 3. (c) one gender shall include any gender.
5. 1.5 The Locum acknowledges and agrees that the terms of these General Terms and Conditions shall apply to each Marketplace Engagement. In the event of any conflict or inconsistency between the Marketplace Engagement Details and the terms in these General Terms and Conditions, the terms of the Marketplace Engagement Details shall take precedence.

2. Locum's Obligations

2.1 The Locum shall:

1. (a) throughout the term of each Marketplace Engagement under these General Terms and Conditions supply the Locum Services in accordance with Good Practice at all times taking responsibility for the way in which the Locum Services are performed and complying with appropriate key performance indicators and reporting requirements as required by the Client's clinical governance procedures;
2. (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 Locum Services and report to the Client any unsafe working practices or conditions;
3. (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;
4. (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;
5. (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 Locum will be unavailable or unable to perform the Locum Services, giving the reason;
Reasons for absence: 1) Sickness/illness, 2) Childcare and/or sickness/illness of dependent, 3) Bereavement, 4) Family emergency, 5) Other emergency (please specify), 6) Accident, 7) Other reason (please specify)
6. Clients must inform of Locum absences via the Platform.

7. (f) supply to the Client (via the Platform) copies of any relevant qualifications or authorisations that the Locum is required by the Client or by law or any professional body to have in order to provide the Locum Services;
8. (g) 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 Locum

3. Client Obligations

3.1 The Client shall:

1. (a) carry out risk assessments of the Locum Services to be undertaken and notify the Locum immediately of any specific or potential hazards relating to the Marketplace Engagement and any precautions the Locum should take in relation to such risks;
2. (b) not allow the Locum to undertake any work that is hazardous without first undertaking a risk assessment and notifying the Locum of any risks identified;
3. (c) if applicable, make clear before the Marketplace Engagement to the Locum 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);
4. (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.
5. (e) (if available on the Platform) make appropriate Attendance Module entries verifying the number of hours worked by the Locum and evidencing satisfactory performance of the Locum Services by the Locum. These shall be notified to the Locum via the Platform;
6. (f) use its reasonable endeavours to resolve any reports made by Locum in accordance with clause 2.1(b);
7. (h) provide customary support and training and a physical tour of all premises and systems at the start of the Marketplace Engagement.

4. Payment of fees

4.1 The Locum shall issue invoices to the Filling In 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 Locum, as recorded in the Attendance Module on the Platform or other system agreed by the parties. Subject to the Locum performing the Locum Services in accordance with these General Terms and Conditions, the Client will pay the Locum's invoices by the date specified on the Marketplace Engagement Details.

4.2 The Locum shall raise any queries or disputes in relation to entries made in the Attendance Module by the Client within 48 hours.

4.3 The Locum shall be entitled to claim from the Client any reasonable expenses incurred in connection with the performance of the Locum Services provided that the Marketplace 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 Marketplace Engagement (and/or provide legitimate receipts) as required and/or in good time may result in expenses not being payable.

The following expenses are to be covered by the Locum: 1) Travel, 2) Accommodation, 3) Food, 4) Uniform, 5) Laundry, 6) Equipment/materials, 7) Indemnity and all other compliance

4.4 It is understood by the parties that the supplies of the Locum Services are not subject to VAT. If, however, the VAT legislation changes and/or VAT does become chargeable on any sum charged by the Locum all amounts payable for the Marketplace Engagement shall be exclusive of VAT which, if applicable, shall be payable by the Client at the prevailing rate on production by the Locum of the Locum's VAT certificate.

5. Locum's status

5.1 The parties acknowledge that the Locum is not the employee, worker, agency worker, agent, partner or servant of the Client or any operator of the Platform and accordingly:

1. (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 Locum from engaging in other services for any third party;
2. (b) the Client is not obliged to engage the Locum for the provision of services the Locum is obliged to provide services to the Client beyond the termination or expiry of a Marketplace Engagement;
3. (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 and any requirements under the AWR to the extent the Locum works 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);
4. (d) the Locum 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 Locum directly in connection with this Marketplace Engagement;
5. (e) the Locum shall comply with the provisions of the Immigration, Asylum and Nationality Act 2006 (the "**Act**") in all relevant respects and, if the Locum is subject to immigration control for the purposes of such Act, the Locum warrants that:
 1. (i) the Locum has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this Marketplace Engagement; and
 2. (ii) the Locum 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 Locum Services;
6. (f) the Locum shall, throughout the Marketplace Engagement hold full medical indemnity cover, 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 Locum 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 Locum will notify the Client if any information provided changes;
7. (g) the Locum shall, subject to working towards meeting the Client's objectives, determine generally how the Locum Services shall be supplied;
8. (h) the Locum warrants that it operates on a basis such that the supply it makes in a Marketplace Engagement is one of independent professional consultancy services to the Client. Accordingly, the Locum agrees that it does not intend or regard the supply of Locum Services made in this Marketplace Engagement to fall within the scope of the PAYE regime or the AWR. The Locum shall notify the Client in writing forthwith if, in its or the Locum's opinion, the nature of the Locum Services or the Marketplace Engagement change(s). Upon receipt of such notification the Client reserves the right to terminate the Marketplace Engagement by notice with immediate effect without liability. The Locum shall indemnify the Client against any Losses arising from failure to notify

the Client of any change in the nature of the Locum Services from that represented by the Locum to the Client, and as intended by the parties, as at the start of the Marketplace Engagement; and

9. (i) the Locum shall indemnify the Client from and against any Losses which the Client may suffer or incur as a result of the failure of the Locum 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:
 1. (i) the Supplier or the Locum claiming to be; and/or
 2. (ii) some official, public body or authority for any purpose regarding the Supplier or the Locum 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.

6. Confidentiality

6.1 The Locum shall:

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

7. Termination

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

1. (a) the Locum 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 Locum 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;
2. (b) the Locum 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 Locum Services do not require the Locum 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;
3. (c) the Client receives or obtains information which gives the Client reasonable grounds to believe that the Locum is unsuitable to provide services for the Client; or, if the information indicates that the Supplier and/or the Locum may be unsuitable, the Client has reasonable grounds to believe that the Supplier and/or the Locum is unsuitable after the Client has made such enquiries as are reasonably practicable as to such suitability;

4. (d) the Locum fails to provide to the Client any information requested by the Client on or prior to the start of the Marketplace Engagement.

7.2 Termination or expiry of the Marketplace 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 Locum prior to, in connection with or as a result of such termination or expiry.

8. Details and identity of Locum

8.1 The Locum warrants:

1. (a) the correctness of the information supplied to the Client (via the Platform) in any Application Documents;
2. (b) that the Locum 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 Locum to possess in order to perform the Locum Services
3. (c) that the Locum has no criminal convictions which would reasonably affect the Client's decision to allow the Locum access to the location(s) of the Locum Services, the Client's systems or to provide the Locum Services; that it will ensure that it receives confirmation from the Locum 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 Locum Services under the Marketplace Engagement as "working in a position");
4. (d) that the Locum has provided full and accurate information about any disciplinary proceedings or ongoing performance review;

9. Data Protection

1. 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.
2. 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 Marketplace Engagement.
3. 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.
4. 9.4 To the extent the Locum receives from, or processes any Personal Data on behalf of, the Client, the Locum shall:
 1. (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 Locum shall notify the Client of the relevant legal requirement before processing the Personal Data), and (ii) only for the duration of this Agreement;
 2. (b) not process such Personal Data for any purpose other than those set out in this Agreement or otherwise expressly authorised by the Client;

3. (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;
4. (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;
5. (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);
6. (f) inform the Client within 24 hours if any such Personal Data is (while within the Locum'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;
7. (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 Locum shall be liable for the acts and omissions of any such third party as if they were the acts and omissions of the Locum;
8. (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;
9. (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 Locum and the Locum has notified the Client accordingly, in which case the provisions of this clause 9 shall continue to apply to such Personal Data);
10. (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;
11. (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;
12. (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
13. (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

1. 10.1 These General Terms and Conditions and relevant Marketplace Engagement Details (and any confidentiality undertaking given by the Locum 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 Locum relating to the Locum Services and all such agreements still effective at the start of an Marketplace Engagement (if any) shall (without prejudice to the rights of the Client arising prior to the start of an Marketplace Engagement in respect of prior breaches by the Locum 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.

2. 10.2 The Locum acknowledges that, in agreeing to perform a Marketplace Engagement, it has not relied on any representations by the Client, its agent or the Locum made before the relevant Vacancy other than those expressly set out in the Platform and Marketplace Engagement Details.
3. 10.3 An agreement relating to a Marketplace Engagement is personal to the Locum and the Locum shall not be entitled to assign or sub-contract its obligations or rights to any third party or to procure that the Locum Services are performed by any person other than the Locum.
4. 10.4 No amendment to any Marketplace Engagement is effective unless it is incorporated within the Platform.
5. 10.5 Any notice required to be given relating to an Marketplace 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 Marketplace Engagement).
6. 10.6 Any Marketplace 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.
7. 10.7 The restrictions contained in the Marketplace 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.
8. 10.8 None of the provisions of the Marketplace 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

Filling In Checks

The below is a list of information which Filling In will collect:

CHECK	HOW INFORMATION IS COLLECTED FROM Locum	Filling In VERIFICATION
Experience	Locum provides details during registration of the User Account	None
Skills	Locum provides details during registration of the user account	None
GDC registration	Locum uploads scans onto the User Account during registration	None except that the document is in date as at registration
Indemnity insurance	Locum uploads scans onto the User Account during registration	None except that the document is in date as at registration
Hepatitis immunisation	Locum uploads scans onto the User Account during registration	None except that the document is in date as at registration
DBS certificate	Locum uploads scans onto the User Account during registration	None except that the document is in date as at registration

CPR/BLS certificate	Locum uploads scans onto the User Account during registration	None except that the document is in date as at registration
Safeguarding Level 2	Locum uploads scans onto the User Account during registration	None except that the document is in date as at registration

CPR/BLS certificate	Locum uploads scans onto the User Account during registration	None except that the document is in date as at registration
Qualifications certificate	Locum uploads scans onto the User Account during registration	None except that the document is in date as at registration
Radiography certificate	Locum uploads scans onto the User Account during registration	None except that the document is in date as at registration
Complaints & Infection Control certificate	Locum uploads scans onto the User Account during registration	None except that the document is in date as at registration

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

Schedule 6

Terms relating to use of Filling In Web Platform

The following terms and conditions ("Terms") apply to your use of the Filling In website ("Filling In Web Platform") which is owned and maintained by Filling In Limited, and the services available from the Website (together the "Filling In Service") in this Schedule apply irrespective of whether any Locum is engaged by the Client. These Terms should be read alongside, and are in addition to Filling In's Privacy and Cookie Policy.

Please read these Terms carefully. By using the Website and/or using the Filling In 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.

1. Registration

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

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

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

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

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

2. Use of Filling In Service

You take responsibility for any information or comment (by way of free-text or otherwise) that you enter into the Filling In Web Platform and/or Marketplace Engagement Details. Accordingly, any claims or disputes that arise from any such information or comment are your sole responsibility and you shall indemnify Filling In 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 Filling In Service may only be used by individuals seeking assignments as Locum dental professionals (Locum) and by Clients seeking the same. The Client's use of the Filling In Service is subject to any other contracts that it may have with Filling In. If there is any conflict or inconsistency between these Terms and the contract you have with Filling In, the terms of your contract will take precedence.

You agree to use the Filling In Web Platform and the Filling In 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 Filling In Service.

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

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

- use the Filling In Web Platform, the Filling In 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 Filling In 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 Filling In Service or communicating with other users;
- post any assignment where there is a risk to the health and safety of any Locum;
- except where allowed by applicable law, post jobs which require the Locum 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 Filling In Service if Filling In has terminated your User Account for any reason;
- interfere or attempt to interfere with the proper functioning of the Filling In Service;
- make any automated use of the system, or take any action that Filling In 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 Filling In Service or use any software, technology, or device to scrape, spider, or crawl the Filling In Service or harvest or manipulate data;
- use the communication systems provided by or contacts through the Filling In 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 Filling In Web Platform, or transmit to other users of the Filling In Service. You will not provide inaccurate, misleading, defamatory or false information onto the Filling In Web Platform or to any other user of the Filling In 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 Filling In Web Platform.

By submitting, posting or displaying User Content on the Filling In Web Platform, you grant Filling In a worldwide, non-exclusive, irrevocable, perpetual, royalty-free license to reproduce, adapt, distribute and publish such User Content through the Filling In Service. Filling In 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.

Filling In 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 Filling In Service. Filling In reserves the right to prevent further access to the Filling In Service for violating the Terms or applicable laws, rules or regulations.

Filling In 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 Filling In Service nor does Filling In endorse any opinions expressed by users of the Filling In Service.

4. Third party websites

The Filling In 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 Filling In Web Platform, or any use of personal data by such third party.

5. Indemnity

You agree to indemnify, defend and hold harmless Filling In 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 Filling In 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 Filling In Web Platform, or (ii) your use of the Filling In Web Platform or the Filling In Service in violation of these Terms or in violation of any applicable law.

6. Term

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

Filling In reserves the right, at its reasonable discretion, to apply procedures to detect and prevent breaches of these Terms or to monitor use of the Filling In Service generally. These Terms will remain in full force and effect while you are a user of the Filling In Web Platform or a registered user of the Filling In Service. Filling In 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 Filling In ceases to provide the Filling In Service in the United Kingdom. Filling In reserves the right to close your User Account and terminate these Terms with you at any time after a significant duration of activity. If Filling In terminates your User Account because of a breach by you of these Terms, you agree that you will not seek to register with the Filling In 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 Filling In in its discretion from time to time and the latest version will always be available on the Filling In Web Platform. Any new version of these Terms shall take effect, and will govern the Filling In Service and your relationship with Filling In : (i) immediately upon the date of posting on the Filling In 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 Filling In Web Platform where the changes to these Terms potentially reduce your rights or potentially increase your liability to Filling In. Please make sure you check for updates to these Terms each time you use the Filling In 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 Filling In 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 Filling In 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.

	SUBTOTAL		
	TOTAL due		

INCLUDE YOUR BANK DETAILS HERE – SORT CODE AND ACCOUNT NUMBER.

PAYMENT DUE IN 3 WORKING DAYS.