

## SPECIMEN CONTRACT FOR SERVICES

Note.

<sup>N</sup> indicates an explanatory note in the Guidance Notes which accompany this specimen contract.

\* indicates alternatives: delete those which do not apply.

THIS AGREEMENT is made on the [date] \_\_\_\_\_ BETWEEN [name of Optometrist] \_\_\_\_\_ of [address] \_\_\_\_\_ (hereinafter called 'the Practitioner') AND [name of practice or company] \_\_\_\_\_ of \_\_\_\_\_ [address] (hereinafter called 'the Company').

IT IS HEREBY AGREED AS FOLLOWS:

<sup>N</sup> This agreement commences on [date] \_\_\_\_\_

This Agreement will govern the relationship between the Company and the Practitioner from the above date until determined. For the avoidance of doubt, there is no obligation upon the Practitioner to accept any assignments offered by the Practice/Company\*, nor any obligation on the Practice/Company\* to offer such assignments.

1. The Company will engage the services of the Practitioner as Optometrist at the practice above, or at such other premises as may from time to time be mutually agreed.
2. The practitioner is engaged on a self employed basis and will ensure that the relevant Inland revenue tax and NI payments due as such are paid. In the event of an Inland Revenue status dispute challenge, the practitioner will undertake to offset the self employed tax paid against the PAYE duties due from the Company.
3. The Practitioner will contract with the Health Service Authority (or equivalent body in Scotland and Northern Ireland) for the supply of National Health Service (NHS) services.
4. The Company will ensure that any NHS forms and claims for payment which are submitted on behalf of the Practitioner are completed expeditiously and in accordance with NHS Regulations.
5. The Company will pay to the Practitioner a fee for the services which the Practitioner provides to the Company. This fee will be
  - 5.1\*<sup>N</sup> £\_\_\_\_ per session, each session to be a morning, afternoon or evening as defined. [OR]
  - 5.2\* £\_\_\_\_ per examination. [OR]
  - 5.3\*<sup>N</sup> as agreed in writing.
  - 5.4\*<sup>N</sup> £\_\_\_\_ travelling expenses.
  - 5.5\*<sup>N</sup> £\_\_\_\_ accommodation costs.

6. The Company will pay the Practitioner at the rate of £\_\_\_\_ per mile for any travel between practices undertaken at the Company's request.
- 7<sup>N</sup>. The Practitioner will invoice the Company within five working days of the end of each \*month/week for services performed during that \*month/week.
8. The Company will pay the invoice from the Practitioner within five days of receipt, by cheque to the above address, providing that the terms of Clause 7 have been met by the Practitioner, and failing this within one calendar month of the receipt of the invoice by the Company.
- 9<sup>N</sup>. The duties of the Practitioner will be as follows: [*List duties*] \_\_\_\_\_
- 10<sup>N</sup>. The practitioner will attend the business at such times as may be agreed. In the event that the practitioner cannot attend at a previously agreed time, reasonable notice must be given where possible"
11. The Practitioner will be free to supply services to any other practice or on his/her own behalf directly to the public, but will not deliberately or knowingly entice patients away from the practice of the Company. Nothing in this clause will prevent a patient from using free will in the choice of Practitioner.
12. The Practitioner warrants that the Practitioner is a qualified Optometrist and is registered with the General Optical Council. The Practitioner will ensure that this registration is maintained.
13. The Practitioner warrants that the Practitioner has personal Professional Indemnity Insurance and will ensure that this cover is maintained after termination of this contract for the duration of the limitation period in which claims for professional negligence may be brought.
14. The Company will indemnify the Practitioner against any claims made against the Practitioner arising from actions of Company staff or agents.
15. The Practitioner will at all times maintain a high clinical standard and exercise proper professional skill and expertise. The Practitioner will observe the legal requirements and professional guidelines of the General Optical Council, the National Health Service and the College of Optometrists and the Company will permit the Practitioner so to do.
16. The Company will ensure that at all times its employees or agents act in a professional manner. The Company will not, and will not permit its employees to, act in a way which will conflict with the Practitioner's responsibilities under clause 15 above.
17. The Practitioner will not be subject to direction from the Company as to the manner in which the Practitioner's professional duties are to be performed.
18. The Company will not, and will not permit any of its employees to, dispute or contradict the professional decisions of the Practitioner, and any such dispute shall not be a reason for the Company to terminate this contract unless the Practitioner has failed to abide by the terms of Clause 15 of this contract.

- 19<sup>N</sup>. The Company shall provide any equipment which would normally be considered to be necessary for the performance of the duties of the Practitioner, except any portable items which the Practitioner chooses to provide and will ensure that all such equipment supplied is maintained in good working order.
20. The Company will ensure that the Practitioner is provided with sufficient support staff and resources to ensure that the Practitioner is able to undertake all duties agreed under Clause 9 in a satisfactory manner.
21. The copyright of the patient records and mailing lists however and by whosoever written and compiled will at all times remain the property of the Company.
22. (a) The Practitioner will not remove the patient records from the practice premises without the written consent of the Company, unless by order of the Court or under any statute or regulation.  
  
(b) The Company will not remove the patient records from the practice premises during the currency of this contract unless by order of the Court or under any statute or regulation.
- 23<sup>N</sup>. The records will not be copied or reproduced by the Practitioner without the express consent of the Company, such permission not to be unreasonably withheld.
24. The Company will at all times maintain the integrity and confidentiality of the records and will ensure that these are not used in any manner which would be considered unethical if undertaken by the Practitioner. The Practitioner and the Company will adhere to the Guidelines of the College of Optometrists and the provisions of the Data Protection Act 1998 or any legislation superseding it.
25. The Company will keep all patient records for the duration of the statutory limitation period during which each patient may be legally entitled to bring a claim against the Company or the Practitioner, or any contractual period, if longer. The Company will provide the Practitioner or agents of the Practitioner, upon receiving their request in writing, with access to the patient records at any time during this period if this is considered by the Practitioner and or the Practitioner's agent advisable for the purposes of any legal or disciplinary proceedings and if this is not in breach of their obligations under the Data Protection Act 1998. For this purpose access to the records shall be deemed to be permitted under section 35 of the Data Protection Act 1998, or any statutory provision superseding it.
26. In the event of the closure without any other succession of the Company the records of patients of the Practitioner will become the property of the Practitioner.
- 27<sup>N</sup>. The Practitioner shall not communicate or disclose to any third party any trade secrets or confidential information of the Company, or use such information for their own purposes without the express written authorisation of the Company.

For this purpose trade secrets and confidential information shall include, but shall not be limited to:

- Details of the Company's patients including (without limitation) names and addresses, prices paid by such patients for services provided and other terms of dealing with the Company;
  - The Company's proposed strategies and plans;
  - The Company's current business strategies and plans including (without limitation) know-how and internal working practices;
  - All information as to the requirements of the Company's customers;
  - All information relating to patient profiles, histories or similar information.
28. The Company will not engage in any activities which are likely to bring into question the professional standing of the Practitioner against any actions on its part which lead to an action against the Practitioner. In the event of the Company being either a company which is not an Enrolled Body Corporate, or in the case of an individual is not registered with the General Optical Council the Practitioner will be entitled to check all advertising, special offers, etc. to ensure that these are ethical and in accordance with the relevant rules.
29. If the Practitioner is not responsible for the dispensing, then the Company will ensure that all such dispensing is carried out in accordance with the requirements of the law, and specifically that the dispensing of children under 16 and the registered blind or partially sighted is not undertaken except by, or under the supervision of, a registered optometrist, a registered dispensing optician, or a registered medical practitioner.
30. The Company (as holder of the record) will refer any application for access to the patient record under the Data Protection Act 1998 or the Access to Health Records Act 1990 to the Practitioner (as health professional) for consideration of the clinical detail to be revealed as required under the Act.
31. The Practitioner is entitled to engage at his/her own expense the services of any other Optometrist to fulfil the obligations of the Practitioner under this contract, subject to this replacement being agreed in advance with the Company, such agreement not to be unreasonably withheld, and that all parts of this Contract will be binding on this agent and the Company as if the agent were the Practitioner.
32. The Practitioner agrees to abide by any rules relating to the Practice security which apply to practice staff employed by the Company.
33. (a) The Practitioner may not use the internet and e-mail system other than for business purposes without the Company's prior authorisation.
- (b) The Practitioner should be aware that all internet and e-mail usage may be monitored by the Company and is not subject to any right of privacy.
- (c) Any misuse of the internet and e-mail by the Practitioner will be regarded as a serious matter and may lead to termination of this contract.
- (d) The use of the internet and e-mail by the Practitioner to view, download or forward any indecent or other unsuitable material will be regarded as a very serious matter and will lead to termination of this contract without notice.

- 34<sup>N</sup>. This contract may be terminated by either party giving not less than [twenty-eight] days notice in writing to the above address of the Company or Practitioner as appropriate. In the event of termination by the Company with less notice than stated under this clause, subject to clause 36, then the Company shall pay the Practitioner [£ ] for each session that the Practitioner would have worked under this contract, but the Practitioner shall seek alternative works for those sessions to mitigate the company's loss. The Company shall not pay the practitioner under this clause where the practitioner has obtained work for those sessions. In the event of the Practitioner terminating the contract with less notice than stated in this clause, subject to clause 36, then the Practitioner will be liable to compensate the Company for any loss the Company thereby incurs, but the Company shall endeavour to mitigate its loss.
35. In the event of the practice changing hands, or there being a change in the shareholding or partnership, the Practitioner will be able to withdraw services without notice or compensation.
36. In the event of the practice changing hands, or there being a change in the shareholding or partnership, and the Practitioner exercising his/her right under Clause 34 to withdraw his/her services, the Company will ensure that clauses 16, 21, 24, 25, 28 and 30 are binding on the successor to the Company and will indemnify the Practitioner accordingly.
37. This Contract may be terminated either without notice, or with notice not exceeding 28 days, by either party in the case of a breach of the terms of the Contract, such timing to be at the discretion of the party terminating the Contract.

#### OPTIONAL CLAUSE

- A1 The Company shall indemnify the optometrist and the optometrist's practice [, NAME OF PRACTICE,] for any loss arising from injury to the Optometrist howsoever sustained while the optometrist is working for the Company.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ by

\_\_\_\_\_  
The Practitioner

\_\_\_\_\_  
On behalf of the Company

**Please note:** The Association of Optometrists has made every effort to ensure that the information in this specimen contract is correct. However, we cannot accept any liability for the accuracy or content. People relying on this specimen contract do so at their own risk, but you may check with the Association for guidance.

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