

DRAFT EMPLOYMENT CONTRACT FOR TPSTT MEMBERS

CONTRACT FOR SERVICES, WHEREBY IT IS AGREED AS FOLLOWS:

Basis of Agreement

This agreement shall be deemed to be the only and entire agreement between the Pharmacy Owner and the Relief Pharmacist, both of whom are identified below.

Duration

The agreement addresses specific hours and dates as well as a rolling/standing arrangement.

1.0 Termination Rights for Breach of Contract

- I. The Pharmacy owner may immediately terminate this agreement without notice if the Relief Pharmacist is in breach of clause 3.0
- II. the Relief Pharmacist may immediately terminate this agreement without notice if the Pharmacy owner is in breach of clause 4.0.
- III. The offending party shall be liable for the gross fees that would have been payable upon completion of the agreement.

Aborted or early termination of agreement with and without notice is

2.0 Services and Relief Pharmacist's Obligations

During the subsistence of this agreement the Relief Pharmacist shall provide to the Pharmacy owner services as a Responsible Pharmacist at the agreed Pharmacy location (the "Services") in a manner consistent with the Pharmacy Board Act, professional standards and ethics expected of a Responsible Pharmacist.

3.0 The Relief Pharmacist:

- I. warrants to the Pharmacy owner that he/she is a Registered Pharmacist in good standing with the Pharmacy Board of Trinidad and Tobago
- II. that he/she is aware of the statutory and professional obligations as outlined in the Pharmacy Board Act that govern the performance of his/her duties and the lawful operations of a Pharmacy.
- III. Shall fulfil his/her professional and lawful obligations, by being present at the Pharmacy for duration of the contracted hours of work
- IV. Shall exercise all professional skill and diligence in the provision of the Services but shall not be subject to the direction or control of the Pharmacy owner or agent, as to the manner in which he/she performs such Services.
- V. Shall not be required by the Pharmacy owner or agent to perform any duties at the Pharmacy in connection with the running or operation of the Pharmacy owner's business other than the provision of the Services as a Relief Pharmacist and matters directly related to the provision of such Services by the Relief Pharmacist; and
- VI. shall provide his/her own professional protective clothing/gown/coat

4.0 Pharmacy owner's Obligations

The Pharmacy owner agrees to provide:

- I. a safe working environment, meeting the requirements of the Pharmacy Board Act, free of interference (verbal or procedural) or intrusions by the owner or agent.
- II. medicines under the control of the Relief Pharmacist are registered, customed and unexpired.
- III. sufficient properly trained staff as are reasonably necessary for the provision of an acceptable and full pharmaceutical service
- IV. such as is/are necessary to comply with all statutory, common-law, legal and ethical requirements of the Pharmacy Board Act of Trinidad and Tobago

5.0 Fees and Payment

- I. In return for the performance by the Relief Pharmacist of the agreed Services, the Relief Pharmacist shall invoice the Pharmacy owner for the gross Fee on termination of this agreement, or where the duration of the agreement exceeds a week, on a weekly basis, or as per written agreement by both parties.
- II. The Pharmacy owner shall pay the Relief Pharmacist the gross Fee without deduction, counterclaim or any other withholding of monies, of any kind.

6.0 Aborted or Early Termination of Agreement with and Without Notice

If the Relief Pharmacist is unable to provide the Services, he/she must give the Pharmacy owner as much advance notice (at least 2 days) as is reasonably possible given the circumstances (force majeure). If the Relief Pharmacist cancels the performance of the agreed relief hours: A replacement Relief Pharmacist may be offered, or the Pharmacist will be liable to pay the owner a sum mutually agreed to.

If the Pharmacy owner cancels agreed relief hours to be performed/worked, Two (2) days or less prior to agreed start date, the Pharmacy owner will be liable to pay the Relief Pharmacist a sum mutually agreed to.

7.0 Force Majeure

an event beyond the Relief Pharmacist's reasonable control including but not limited to a natural disaster, act of God, civil disorder, strikes, travel disruption, serious illness or hospitalisation of a Relief Pharmacist or death of a close relative occurs before the start date, the Relief Pharmacist or his/her representative may cancel any bookings without him/her being liable to the Pharmacy owner **under clause 6 or** otherwise.

8.0 Limitation of Liability

For the purposes of this clause 8 "Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities.

The Relief Pharmacist shall have no Liability for defective Services where the defect has been caused or contributed to directly or indirectly by the Pharmacy owner to the extent so contributed.

The Relief Pharmacist shall have no Liability for any matters which are outside his/her reasonable control.

The Relief Pharmacist shall have no Liability to the Pharmacy owner for any: loss of profits, theft, fraud and indirect losses.

The Pharmacy owner shall be under a duty to mitigate any loss, damage, costs or expenses that he/she may suffer.

Nothing in this Contract shall exclude or limit the Liability of the Relief Pharmacist for death or personal injury due to his/her negligence or any Liability which is due to the Relief Pharmacist's fraud or any other liability which it is not permitted to exclude or limit as a matter of law.

General

Nothing in this agreement shall restrict the right of the Relief Pharmacist to provide Services of the same kind to others, outside the periods of time during which the Relief Pharmacist has agreed to provide Services at the Pharmacy location governed by this agreement.

The Relief Pharmacist is engaged to perform the Services as a self-employed person/ private contractor.

The Relief Pharmacist shall be responsible for and will account to the relevant authority for income tax liabilities and national insurance or similar contributions in respect of the Fee and any other payments made to the Relief Pharmacist under this agreement.

Upon the death of the Relief Pharmacist, the Pharmacy owner shall remain liable to the Relief Pharmacist's estate for all sums due in respect of such duties

CONTRACT FOR THE SERVICES OF A RELIEF PHARMACIST

Parties to the Contract

Name of Pharmacy:

Name of Relief Pharmacist

Address:

Registration Number

Name of Owner:

Hours of Engagement:

Fixed Hours from A to B for a fixed duration or Rolling engagement from start date until terminated by either party giving Two (2) weeks advance written notice

Remuneration Rate:

Parties shall Sign below as testimony of their agreement without coercion of any kind

Date:

Signature of Owner or Authorize Agent:

Signature of Pharmacist:

Date: