AGREEMENT – RELIEVING PHARMACIST

THIS AGREEMENT is made between PHARM-A-TEMP PTY LTD (ACN: 075 737 352) the registered office of which is situated at 100 Sackville Street, Kew in the State of Victoria (hereinafter called **"the supplier"** which expression shall where the context so admits mean and include its transferees and permitted assigns) of the first part and the party named and described in the schedule as **"the relieving pharmacist"** which expression shall where the context so admits mean and include his or her heirs executors administrators and assigns to the second part.

WHEREAS:

A. The supplier conducts a business of locating and providing relieving pharmacists for pharmacies.

B. The relieving pharmacist has engaged the supplier to find a position for the pharmacist as a relieving pharmacist.

NOW THIS AGREEMENT WITNESSETH:

1. The relieving pharmacist warrants and covenants that he or she is a qualified pharmacist with the qualifications set out after the name of the relieving pharmacist in the said schedule.

2. The relieving pharmacist agrees to undergo such training as may be specified by the supplier in order to gain minimum accreditation.

3. It is agreed between the parties that the supplier is not the employer of the relieving pharmacist being engaged for the purpose of introducing the relieving pharmacist to prospective relieving pharmacist employment and when a suitable position has been found by the supplier in a pharmacy the owner of such pharmacy will be the employer of the relieving pharmacist upon such terms and conditions as may be mutually agreed between such pharmacist and the relieving pharmacist and it is specifically agreed that the relieving pharmacist is at liberty to engage in such other temporary or permanent employment as the relieving pharmacist may desire except during such periods as the relieving pharmacist is employed by a pharmacy pursuant to the terms hereof.

4. The relieving pharmacist acknowledges having completed and delivered to the supplier an Application form including inter alia details of the relieving pharmacist's preferred days and times of employment (hereinafter called "employment period") and the relieving pharmacist covenants and agrees to remain available to be engaged as a relieving pharmacist pursuant to the terms hereof during these days and times subject to the illness or temporary incapacitation of the relieving pharmacist and in the event that at anytime it is not possible to remain available during an agreed employment period to notify the supplier accordingly no later than forty-eight (48) hours prior to the commencement of the applicable employment period.

5. In the event that it is not possible to notify the supplier forty-eight (48) hours prior to the commencement of the applicable employment period as specified in Clause 5 hereof the relieving pharmacist covenants and agrees to provide the supplier will all relevant medical certificates within forty-eight (48) hours of the onset of such illness or temporary incapacitation.

6. In consideration of the supplier finding a position or positions for the relieving pharmacist as a relieving pharmacist from time to time as herein provided the relieving pharmacist covenants and agrees not at any time within six months from the completion of any employment as a relieving pharmacist hereunder to:-
   (a) accept a position either as a relieving pharmacist or as a permanent employee with any pharmacy in which the relieving pharmacist has been employed as a relieving pharmacist pursuant to the terms of this Agreement; or
   (b) accept a position either as a relieving pharmacist or as a permanent employee with any pharmacy that has at least one of the same proprietors or licenced pharmacists as a pharmacy in which the relieving pharmacist has been employed as a relieving pharmacist pursuant to the terms of this Agreement unless such position has been arranged pursuant to the terms of this Agreement and the supplier consents in writing to the arrangement.

   The relieving pharmacist further agrees that in consideration of entering into this agreement with the supplier, the relieving pharmacist will not, within six months from the completion of any employment as a relieving pharmacist pursuant to this Agreement, enter into any agreement with any pharmacy or locum pharmacist for the supply of locum pharmacist(s) to a pharmacy that the relieving pharmacist has been employed as a relieving pharmacist pursuant to the terms of this Agreement.

DATED this day of , 201

The COMMON SEAL of PHARM-A-TEMP PTY LIMITED)
was hereunto affixed in accordance with its Articles of)
Association in the presence of:)

DIRECTOR …… RELIEVING PHARMACIST ……

Full Name: Full Name:

Address: Address: