PRACTISING PRIVILEGES AGREEMENT

THIS AGREEMENT is made on the _____

BETWEEN

1. **CLNQ Ltd** ("the Company"), whose registered office is at Madison House, 37 Little Peter Street, Manchester, M15 4QJ, and

2. _____ ("the Service Provider").

1. Definitions

1.1 **"Board"** means the Board of Directors of CLNQ Ltd from time to time.
1.2 **"Commencement Date"** means [date on which the contract starts].
1.3 **"Group"** means the Company and any firm, company, corporation, or other organisation which is a holding company of the Company, or any subsidiary of the Company, or any such holding company for the time being.
1.4 **"Group Company"** means any company within the Group.
1.5 **"Services"** means the clinical and related services to be provided by the Service Provider, as further described in **Schedule 2** and in accordance with this Agreement.

2. Term

2.1 This Agreement shall commence on the Commencement Date and continue unless terminated earlier in accordance with the provisions of this Agreement.
2.2 Either party may terminate this Agreement by giving not less than three (3) months' prior written notice to the other.

3. Insurance and Liabilities

3.1 The Service Provider acknowledges and agrees that CLNQ will rely on the Service Provider's professional skill, expertise, and judgment in providing the Services. The Service Provider undertakes to exercise all reasonable skill, care, and diligence, adhering to prevailing standards of acceptable medical practice and ethical guidelines. These include (but are not limited to) the General Medical Council's "Good Medical Practice", and other recognised standards in the UK.
3.2 The Service Provider is liable for any damage to property or personal injury resulting from negligence arising in connection with the provision of the Services.
3.3 The Service Provider agrees to indemnify and keep indemnified CLNQ and each Group Company against all costs, claims, liabilities, and expenses arising from the Service Provider's actions (or inactions) while performing the Services.
3.4 The Service Provider shall maintain comprehensive **medical malpractice insurance** through a recognised UK medical defence organisation. It is a condition of this Agreement that such insurance is in force at all times. The Service Provider shall promptly notify CLNQ of any changes to this insurance and provide proof of cover upon request.
3.5 The Service Provider warrants that they are currently registered and in good standing with the **General Medical Council (GMC)** and are duly authorised to practice as a medical doctor. The Service Provider agrees to maintain this registration throughout the term of this Agreement and notify CLNQ of any potential changes to such registration.
3.6 The Service Provider is self-employed and provides their services directly to the patient.

4. Provision of Services

4.1 With effect from the Commencement Date, the Service Provider shall provide the Services, which typically include the treatment of plastic, aesthetic, dermatological, or other agreed conditions within the scope of CLNQ's offering. Any additional services shall be as agreed in writing by the parties.
4.2 CLNQ may, at its sole discretion, vary the extent and nature of the Services requested from the Service Provider and is under no obligation to guarantee any minimum volume of work.
4.3 The Service Provider shall determine the manner in which the Services are performed, subject to compliance with applicable regulations, professional standards, and the policies of CLNQ. The Service Provider must only provide treatments for which they are adequately trained and experienced.
4.4 The Service Provider shall inform CLNQ of any accidents, incidents, clinical issues, or patient complaints arising at CLNQ's premises as soon as they become aware.
4.5 The Service Provider shall provide a mobile telephone number and emergency contact details so that CLNQ may reach them promptly in the event of a clinical emergency.

5. Fees

5.1 In consideration for the Services provided, CLNQ shall pay the Service Provider the fees set out in **Schedule 1** (exclusive of VAT, if applicable).
5.2 The Service Provider shall submit invoices monthly in arrears, detailing the dates and nature of the Services provided. CLNQ shall pay the undisputed amounts within thirty (30) days of receipt of the invoice.
5.3 If notice of termination is served by either party, CLNQ may, at its sole discretion, terminate this Agreement immediately and pay the Service Provider for fees accrued up to the effective date of termination.
5.4 CLNQ shall be under no obligation to provide work during any period of this Agreement and no payment shall be due to the Service Provider if no Services are performed.

6. Hours and Availability

6.1 The Service Provider shall provide the Services at such times and locations as agreed with CLNQ.
6.2 The Service Provider shall give at least six (6) weeks' notice of planned holidays or absences, where such absence will impact scheduled clinics or procedures.

7. Training and Appraisal

7.1 CLNQ shall provide an induction for the Service Provider, where needed, covering clinic protocols, health and safety, and other relevant procedures in line with national guidelines.
7.2 The Service Provider agrees that CLNQ may act as the Designated Body for **Doctor Revalidation**, if applicable, and that an annual appraisal will be conducted by CLNQ's appointed Medical Appraiser. The Service Provider shall provide evidence of ongoing professional development, training, and clinical outcomes as required. Fees will be applicable for such services.

8. Expenses

8.1 CLNQ shall reimburse all reasonable and properly incurred expenses in connection with the Services, subject to prior approval (where practical) and submission of appropriate receipts. These will be agreed beforehand and documented prior to expenditure. Expenses

may only be related to CLNQ related patients. Independent service providers are not eligible for expenses.

9. Other Activities and Conflicts of Interest

9.1 The Service Provider may undertake professional engagements elsewhere, provided that such engagements do not conflict with or impede the proper performance of the Services under this Agreement.
9.2 Before accepting any role (full-time, part-time, or consultancy) that may reasonably be deemed competitive with CLNQ's services, the Service Provider agrees to notify CLNQ in writing.
9.3 The Service Provider must promptly disclose any conflict of interest arising from this Agreement or any new engagement and shall not use CLNQ's confidential information to solicit business for any competing organisation.

10. Tax Status

10.1 The Service Provider is an independent contractor and shall be responsible for all taxes, National Insurance contributions, VAT (if applicable), or any other statutory charges arising from this Agreement.
10.2 The Service Provider agrees to indemnify CLNQ and any Group Company against any demands or penalties arising from unpaid or underpaid taxes.
10.3 The Service Provider will provide evidence of self-employed status to CLNQ upon request and consents to CLNQ disclosing relevant payment information to HM Revenue & Customs if required by law.

11. Relationship of the Parties

11.1 Nothing in this Agreement shall be construed to create an employer-employee relationship between CLNQ and the Service Provider.
11.2 The Service Provider shall not act as or claim to be an agent of CLNQ, nor shall they have authority to enter into contracts on behalf of CLNQ without prior written consent.

12. Confidentiality

12.1 The Service Provider acknowledges that, in the course of providing the Services, they will have access to confidential information relating to CLNQ's business, clients, and associates.
12.2 "Confidential Information" includes, but is not limited to, trade secrets, financial data, client lists, treatment protocols, and any information regarding the operation or plans of CLNQ or any Group Company.
12.3 The Service Provider undertakes, both during and after termination of this Agreement, not to disclose Confidential Information to any third party or use it for any purpose other than the proper performance of the Services, except where such information becomes public knowledge through no fault of the Service Provider or where disclosure is required by law.
12.4 Where CLNQ reasonably suspects a breach of confidentiality, it may withhold any outstanding fees until it is satisfied no breach has occurred.

13. Intellectual Property

13.1 The Service Provider shall promptly disclose to CLNQ any inventions, ideas, or processes ("Works") arising from the Services.

13.2 All rights (including copyright and design rights) in such Works shall vest in CLNQ absolutely. The Service Provider shall execute any documents necessary to transfer these rights to CLNQ or its nominee.
13.3 The Service Provider irrevocably waives any moral rights in such Works.

14. Post-Termination Restrictions

14.1 For a period of twelve (12) months following the termination of this Agreement, the Service Provider shall not:
(a) Solicit business from or approach any client or customer of CLNQ (with whom the Service Provider has been actively involved) for services that are the same as or similar to those provided by CLNQ;
(b) Employ or entice away any employee of CLNQ or any Group Company;
(c) Engage in a competing business within 10 miles of CLNQ that offers the same or similar services as CLNQ, unless specifically agreed in writing by CLNQ.
14.2 Each of these restrictions is intended to be separate and severable. If any restriction is deemed unenforceable, the remaining restrictions shall continue to apply.

15. Termination

15.1 CLNQ may terminate this Agreement immediately without notice if the Service Provider:
(a) Commits a serious or persistent breach of this Agreement;
(b) Is guilty of negligence or misconduct that affects CLNQ's reputation or standing;
(c) Is declared bankrupt or becomes insolvent;
(d) Has their GMC registration suspended, revoked, or restricted;
(e) Is unable to provide the Services for an aggregate of three months in any twelve-month period due to ill health or other reasons;
(f) Is found guilty of any criminal offence that could reasonably affect their ability to carry out clinical duties.

16. Company Documents and Data Protection

16.1 The Service Provider shall maintain detailed clinical records (including progress notes, consents, and treatment plans) in line with GMC guidelines and NHS best. Copies of these notes shall be retained securely at CLNQ in the electronic patient record.
16.2 The Service Provider must secure valid consent for all procedures.
16.3 The Service Provider shall comply with the UK **Data Protection Act 2018** (and any successor or related legislation, including the UK General Data Protection Regulation), ensuring proper handling, processing, and storage of personal data related to staff or patients.
16.4 Any property, documents, or data belonging to CLNQ must be returned upon request or on termination of this Agreement.

17. Clinical Governance and Audit

17.1 The Service Provider agrees to participate in CLNQ's clinical governance, quality assurance, and audit programmes, including any relevant complaints procedures.
17.2 The Service Provider acknowledges it is their responsibility to comply with **Care Quality Commission (CQC)** standards (see relevant frameworks at https://www.cqc.org.uk/ for reviews on quality and safety in healthcare).
17.3 The Service Provider shall notify CLNQ of any matter that may affect their ability to practice safely, including disciplinary or investigative actions at any other clinic or hospital, or any relevant health condition or infectious disease status that may impact practice.

18. Notices

18.1 Any notice required under this Agreement shall be in writing and sent by personal delivery, first-class post, or recorded delivery to the addresses stated above (or such address as notified in writing).
18.2 A notice is deemed served:

- on delivery, if by hand;
- forty-eight (48) hours after posting if by first-class mail;
- or at the time of transmission, if by facsimile or email (with read receipt).

19. Governing Law and Jurisdiction

19.1 This Agreement shall be governed by and construed in accordance with **English law**.
19.2 Any disputes shall be subject to the exclusive jurisdiction of the **courts of England and Wales**.

20. Variation and Entire Agreement

20.1 No variation of this Agreement shall be effective unless it is in writing and signed by both parties.
20.2 This Agreement sets out the entire understanding of the parties and supersedes all prior negotiations or understandings, whether written or oral.

21. Severability

21.1 If any term in this Agreement is found to be invalid or unenforceable, that term shall be deemed omitted, and the remainder shall remain in force.

22. Communication of Suspension or Investigation

22.1 The Service Provider must inform CLNQ immediately upon becoming aware of any suspension, investigation, or limitation of their rights or privileges to practice at any other healthcare facility.

23. Facility Services

23.1 In clauses 23 to 26 and Schedule 6: "Patient Episode" means the admission, care, medical or surgical treatment, recovery and discharge of a patient at CLNQ's hospital premises in respect of whom the Service Provider provides professional services, together with directly related pre-admission and post-operative attendances; "Facility Services" means the facilities, staff, goods and services described in clause 23.2; and "Facility Fees" means the fees set out in Schedule 6.

23.2 In connection with each Patient Episode, CLNQ shall provide, as clinically required: (a) a staffed and equipped operating theatre, including anaesthetic room and scrub facilities; (b) qualified theatre, anaesthetic-support, recovery and ward nursing staff and healthcare assistants; (c) drugs, dressings, implants, prostheses and surgical consumables administered or applied in the course of the Patient Episode; (d) sterile services, decontamination, clinical waste disposal and infection-control services; (e) pre-operative assessment facilities, day-case or in-patient accommodation, catering and recovery care; (f)

resuscitation and emergency support arrangements; and (g) clinical records administration and clinical governance in respect of the Patient Episode.

23.3 The Facility Services are provided as an integral part of the care and medical or surgical treatment of the relevant patient in a hospital registered with the Care Quality Commission. Nothing in this Agreement grants the Service Provider any lease, licence or other interest in or right over land, nor any right to occupy any part of CLNQ's premises otherwise than for the purposes of a Patient Episode.

23.4 CLNQ shall maintain the CQC registration required for the provision of the Facility Services throughout the term of this Agreement and shall notify the Service Provider immediately of any suspension, condition or cancellation of that registration.

24. Facility Fees

24.1 The Service Provider shall pay CLNQ the Facility Fees for each Patient Episode as set out in Schedule 6. The Facility Fees are calculated per Patient Episode by reference to theatre time, acuity, accommodation and consumables and represent arm's-length consideration for the Facility Services.

24.2 CLNQ shall invoice the Facility Fees monthly in arrears, itemised by Patient Episode using an anonymised patient identifier, and the Service Provider shall pay within thirty (30) days of invoice. Amounts due in either direction under this Agreement may be set off against each other by written agreement.

24.3 No Facility Fees are payable for block reservation of facilities independent of Patient Episodes, and CLNQ shall not levy any charge under this Agreement that is not attributable to a Patient Episode.

24.4 The Facility Fees shall be reviewed annually by agreement, benchmarked against comparable independent-hospital facility fee schedules, with evidence of benchmarking retained by both parties.

25. VAT on Facility Services

25.1 The parties consider that all supplies made by CLNQ under clauses 23 and 24 constitute the provision of care or medical or surgical treatment — and, in connection with it, the supply of goods — in a hospital or other state-regulated institution within Item 4 of Group 7 of Schedule 9 to the Value Added Tax Act 1994, and are accordingly exempt from VAT. The Facility Fees are stated without VAT and no VAT shall be charged unless clause 25.2 applies.

25.2 If HM Revenue & Customs determines, or the parties are advised in writing by a suitably qualified adviser, that any supply under this Agreement is chargeable to VAT, the Facility Fees for that supply shall be treated as exclusive of VAT and the Service Provider shall, against a valid VAT invoice, pay any VAT properly chargeable in addition. Each party shall notify the other promptly of any HMRC enquiry relating to supplies made under this Agreement and the parties shall cooperate in responding to it.

25.3 The Service Provider shall record, for each Patient Episode, the clinical indication for treatment, including where applicable its therapeutic (physical or psychological) purpose, in the patient's notes. CLNQ shall maintain and retain for at least six years records sufficient to demonstrate the connection between the Facility Services supplied and the care or medical or surgical treatment of the patient.

25.4 For the avoidance of doubt, clause 25.1 applies only to Facility Services supplied in connection with a Patient Episode. Where CLNQ grants the Service Provider the use of a consulting or treatment room, whether with or without associated equipment, staff or services, otherwise than in connection with a Patient Episode (including any room-hire, sessional or chair-rental arrangement), that supply does not fall within clause 25.1 and may be a standard-rated supply of facilities for VAT purposes (or, in the case of a bare licence to occupy land, may be exempt subject to any option to tax exercised by CLNQ). Any fees for

such arrangements shall be agreed separately in writing, are exclusive of VAT, and VAT shall be charged in addition where properly chargeable.

26. Service companies

26.1 Where the Service Provider provides the Services through, or receives fees via, a service company, references in clauses 23 to 25 and Schedule 6 to the Service Provider include that company, and the Service Provider and that company shall be jointly and severally liable for the Facility Fees.

SCHEDULE 1: Fees

1. **Annual Fee (if applicable)**: No annual fee (exclusive of VAT).
2. **Procedure/Treatment Fees**: The Service Provider will receive 20% of the procedure or treatment fees performed on behalf of CLNQ. Any refunds will result in fees that procedure being reclaimed by the Company.
3. Payment shall be made monthly in arrears, subject to receipt of invoice and in accordance with Clause 5 of this Agreement.

SCHEDULE 2: Services

The Services may include (but are not limited to):

1. Providing specialist clinical consultations, treatments, and follow-up care within the doctor's field of expertise.
2. Ensuring the highest medical and ethical standards at CLNQ, in accordance with guidelines such as GMC's "Good Medical Practice."
3. Undertaking staff training, where authorised, for relevant treatments and protocols.
4. Participating in audits or clinical quality assessments, as directed by CLNQ's Medical Director or Board.
5. Addressing patient concerns and contributing to CLNQ's complaint resolution process.
6. Supporting marketing and promotional events for CLNQ (e.g., open days, seminars, social media), if agreed.
7. Maintaining a regular schedule of clinic sessions, communicated in advance, and providing adequate notice of absence.
8. Introducing new treatments or services to CLNQ only upon prior discussion and written agreement with CLNQ's management.

SCHEDULE 3: Vetting and Compliance

The Service Provider may be required to provide:

- Two satisfactory professional references.
- Verification of professional qualifications and GMC registration.
- Satisfactory proof of identity (e.g., passport, driving licence).
- Confirmation of satisfactory **Criminal Records Bureau (DBS)** checks, if required.
- Documentation related to any mandatory health screenings or occupational health clearances (e.g., for infectious disease status).

SCHEDULE 4: Declaration of Claims

I, _____, hereby declare that I have no previous or pending claims in relation to my medical practice.

Signature: _____

Date: _____

SCHEDULE 5: Disclosure Statement (Fitness to Practise Statement)

Name: _____ GMC No:_____

Covering:

a) any criminal offence being bound over or cautioned or current proceedings which might lead to a conviction an order binding you over or a caution and
b) fitness to practice proceedings taken or being currently contemplated by a licensing/regulatory body

1. **Have you ever been convicted of a criminal offence been bound over or cautioned or have you accepted a fixed penalty notice or are you currently the subject of any investigation which might lead to a criminal conviction, an order binding you over, or a caution, or similar, in the UK or another country?** YES / NO

Note: Applicants are exempt from the Rehabilitation of Offenders Act 1974. You are required to declare prosecutions or convictions including those considered spent under this Act.
If YES please provide details of the criminal offence, order binding you over or caution or details of any current proceedings which might lead to a conviction an order binding you over or a caution including approximate date, the offence and the authority and country which dealt with the offence.

_____

_____

2. **Have you been or are you currently subject to any fitness to practice or other proceedings by an appropriate licensing or regulatory body in the UK, or any other country?** YES / NO
If YES please provide details of the nature of the proceedings undertaken or contemplated including approximate date of the proceedings, country where proceedings were undertaken and the name and address of the licensing or regulatory body concerned.

_____

• I hereby declare that the information given here is true.
• I am full registered with the GMC and have no restrictions or conditions placed upon my registration;
• I agree to comply with Good Medical Practice and any other published codes of practice for my profession and understand that breaches will be dealt with as a disciplinary matter.
• I also confirm that I am physically and mentally fit to carry out my duties.
• I confirm that I will immediately inform my employer and my Responsible Officer (where applicable) if there is any change to any of the above.

Signature _____ Date: _____

SCHEDULE 6: Facility Fees

The fees schedule is provided as the facility fees document.