

AGREEMENT

This is an Agreement dated _____, 2007.

Between the parties:

1. The North Essex Local Medical Committee having registered address at Unit 5, Whitelands, Terling Road, Hatfield, Peverel, Essex, CM3 2AG,
 2. The South Essex Local Medical Committee having registered address at Unit 5, Whitelands, Terling Road, Hatfield, Peverel, Essex, CM3 2AG
- (hereinafter referred to as the Committees)

And;

1. **The North & South Essex Local Medical Committees Limited (hereinafter referred to as "the Company")**

All terms defined in the Constitutions of the Committees and in the Memorandum of Association of the Company shall be given the same meaning herein.

The Parties agree to the following terms:-

Work

The Company agrees to carry out such work and activities set out in this Agreement and in accordance with the objects of the Company as set out in paragraphs 3 and 4 in the Memorandum of Association (hereto attached).

1. The Company's responsibilities shall more specifically include but are not limited to the following :
 - a. undertaking to perform and act on behalf of Represented Members, in the relevant area, in relation to matters arising in regulations and directions which affect the contractual arrangements of Represented Members;
 - b. producing an annual report of its activities for submission to the Committees, the Board of Directors of the Company and Represented Members;
 - c. rendering all necessary support, representation and advice to Represented Members in respect of matters relating to Regulations, Directions, Legislation and all other statutory instruments which are concerned directly or indirectly with general practice, including but not limited to all subsidiary or related matters;
 - d. any such work as is necessary for the fulfilment of the Committees' statutory functions under the National Health Services Act 2006 (the Act)
 - e. any such work as is necessary for the fulfilment of any functions or activities required of the Committees from time to time whether contemplated at the present time or not PROVIDED ALWAYS that such

work is in accordance with the ordinary functions of the Committees vis à vis its Represented Members;

Payment

It shall be the Committees responsibility to collect all statutory and voluntary levies payable to them by practices.

The Committees agree to fund the Company by payment of a grant equal to the expenses incurred by the company in the performance of this agreement. [Any surplus shall be returned to the relevant committees for re-investment.](#)

The Company shall in each year provide the Committees with a copy of its annual accounts.

Committee Functions

[Each Committee shall continue to make decisions on behalf of its relevant area and constituents with regard to any policy, arrangement or any other activity which forms part and parcel of the Committees' statutory functions as a Local Medical Committee.](#)

[The Company shall, where applicable ensure that the implementation of such policies; arrangements or activities are carried out in accordance with this agreement.](#)

Novation

The Committees hereby agrees to novate all relevant contractual arrangements and agreements held by the Committees, (including the transfer of all employee contracts) to the Company and the Company shall agree to maintain and administer the same as far as is reasonably practicable or in accordance with the law.

All property, assets, arrangements and contracts to be transferred from the Committees to the Company shall be recorded in a Schedule to this Agreement.

All such novations and transfers shall take place on the date of this Agreement.

Warranty and Indemnity

The Company warrants to the Committees that the work will be provided using all reasonable endeavours and skill and in accordance with this Agreement.

The Company agrees to indemnify the Committees against any losses, liabilities, expense, actions, proceedings, costs, claims and demands, whatsoever and howsoever arising (whether past or present, including any liabilities incurred on or before the date of this Agreement), by the Committees or any of them, or in connection with the provision of work under this Agreement or any other Committee activity.

The Committees agrees to maintain the current directors and officers' insurance policy.

Termination

The Committee reserves the right to terminate this Agreement and withdraw all the associated permissions upon giving 12 months written notice to the Company, such termination to take effect 12 months after the date of termination.

Variation

This Agreement shall not be amended or varied without the written agreement of the Parties; and in any event shall not be so amended or varied as to conflict with the objects of the Company as set out in its Memorandum of Association.

General

1. These terms and conditions shall constitute the entire agreement between the Parties and shall supersede any previous agreement or understanding between the Parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
2. If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
3. English law shall apply to this Agreement, and the Parties agree to submit to the exclusive jurisdiction of the English courts.
4. In carrying out any work or activity under the terms of this Agreement, the Company is and shall at all times provide work to, and for the benefit of Represented Members only, and is not, and shall not supply any work or activity directly to the Committees or for the direct benefit of the Committees.

This Agreement is executed as follows:

Signed on behalf of North Essex Local Medical Committee:

[Authorised Signatory]

Dated: _____

Signed on behalf of South Essex Local Medical Committee:

[Authorised Signatory]

Dated: _____

Signed on behalf of North & South Essex Local Medical Committees Limited:

[Authorised Signatory]

Dated:
