



TERMS AND CONDITIONS BETWEEN MEDDOCLOCUMS LTD AND THE LOCUM DOCTOR- A CONTRACT FOR SERVICES

- 1.** Note: “**Principal Business**” referred to herein means **MEDDOCLOCUMS** and the “**CONSULTANT**” means the Locum Doctor/GP working through the Principal Business.
- 2.** A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes Subordinate legislation for the time being in force under it.
- 3.** The relationship between the Principal Business and the Consultant shall not be one of employment. These Terms constitute a contract for services between the Principal Business and the Consultant and they govern all assignments undertaken by the Consultant. However, no contract shall exist between the Principal Business and the Consultant between Assignments. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Principal Business and the Consultant.
- 4.** The Consultant is engaged on a self employed basis and nothing in this agreement shall constitute a partnership or joint venture between the Principal Business and Consultant. No variation or alteration of these Terms shall be valid unless authorised by the Principal Business in writing. A copy of the varied terms will be given to the Consultant stating the date on or after which such varied terms shall apply.
- 5.** The Consultant acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that suitability shall be determined solely by the Principal Business, and that the Principal Business shall incur no liability to the Consultant should it fail to offer opportunities to work in the above category or in any other categories.
- 6.** At the same time as an Assignment is offered to the Consultant, the Principal Business shall inform the Consultant of the identity of the Client, the nature of their business (if applicable); the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Consultant would be required to work. They will also be informed of the rate of remunerations that will be paid and any expenses reimbursable by or to the Consultant; and any risks to Health and Safety known to the Client and steps the Client has taken to prevent or control such risks. In addition, the Principal Business shall inform the Consultant what experience, training, qualifications and any authorisation required by law or a professional body that the Client considers necessary or which is required to fulfil the specified Assignment. Where such information is not given in paper form or by electronic means, it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) other than where the Consultant is being offered an Assignment in the same position as one in which the Consultant Had previously been engaged within the previous five business days and such information has already been given to the Consultant.
- 7.** For the purpose of calculating the average number of weekly hours worked by the Consultant on an Assignment, the start date for the relevant averaging period shall be the date on which the Consultant commences the first Assignment.
- 8.** The Principal Business shall pay to the Consultant remuneration calculated at a hourly /session/ or daily rate. The actual rate will be notified on a per Assignment basis, for each hour/ session or day worked during an Assignment to be paid weekly in arrears.
- 9.** The Consultant is not entitled to receive payment from the Principal Business or Clients for time not spent on the Assignment s, whether in respect of holidays, illness or absence, or be entitled to other fringe benefits commonly associated with Employment.

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10. The Consultant will complete timesheets provided by the Principal Business in accordance with the number of hours undertaken and ensure that a duly authorised person of authority signs each time sheet. In case of dispute, the Principal Business will accept the number of hours provided to the Principal Business by the Trust or Practice.

11. The Consultant will be requested to submit the authorised timesheets to the Principal Business together with an invoice for the relevant fees.

12. Subject to the previous clauses, the Principal Business shall pay the Consultant for all hours worked regardless of whether the Principal has received payment from the Client for those hours.

13. Where the Consultant fails to submit a properly authenticated time sheet, the Principal Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Consultant and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Consultant. The Principal Business shall make no payment to the Consultant for hours not worked.

14. The Consultant must be registered with the General Medical Council (GMC) NMC or HPC and also Doctors must be a current member of a Medical Indemnity Company, especially if working in General Practice. The Consultant must carry his/her current Registration documents and MDU/MPS/ MIA Certificates (Where applicable)when reporting to establishments to work , as soon as is practicable.

15. The Consultant may take up employment with the client that they were introduced to, whether as a Locum, Associate, Partner or any other position only via the Principal Business, for a period of 18 calendar months following the last assignment at the Practice/Trust. Should a Client introduced by the Principal Business approach the Consultant directly with work, the Consultant is obliged to inform them to contact the Principal Business first.

16. If, before the first Assignment, during the course of an Assignment or within the Relevant Period, the Client wishes to employ the Consultant direct or through another employment business, the Consultant acknowledges that the Principal Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Consultant may be engaged directly by the Client or through another Employment Business without further charge to the Client. In addition the Principal Business will be entitled to charge a fee to the Client if the Client introduces the Consultant to a third party who subsequently engages the Consultant within the Relevant Period.

17. The Consultant will be under contract for services to the Principal Business. However, the Consultant will for all intents and purposes be under the direction, supervision, and control of the Client where they are working throughout each assignment and will therefore be solely responsible to them. Consultants are hence, not employees of the Principal Business. The Principal Business will act purely as introducing agents.

18. Consultants must inform the Principal Business if they have:

a) Been convicted of a Criminal Offence (other than traffic violations).

b) Ever been restricted, suspended or struck off the Medical Register by the GMC.

c) Had any serious illnesses or disabilities of which the Professional Advisory Committee should be aware of.

19. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Locum Doctor's working time shall only consist of those periods during which they are carrying out their activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of the Locum Doctor's working time for these purposes.

20. Any offer of work from the Principal Business accepted by the Consultant either verbally or in writing is deemed binding.

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21. The Consultant must provide the Principal Business with their National Insurance Number and is responsible for paying their own Tax and National Insurance contributions directly to the Inland Revenue. The Principal Business reserves the right to make all information regarding Consultants earnings known to them. The Consultant agrees to bear responsibility for the payment of any tax and, national insurance and other statutory charges in respect of any payment made to him/her under this agreement. The Consultant shall indemnify, and keep indemnified, the Principal Business against any loss, damage, cost, claim, or expense the Principal Business suffers or incurs as a result of any claims against the Principal Business for such sums and any other claims arising out of the Consultant being found to be An employee of the Principal Business. Without prejudice to the indemnity in the above clause, if for any reason the Principal Business shall become liable to pay, or shall pay, any such taxes or other payments as referred to in the above clause, the Principal Business shall be entitled to deduct from any amounts payable to the Consultant and all amounts so paid or required to be paid by it and, to the extent that any amounts of taxes paid or required to be paid by the Consultant shall exceed the amounts payable by the Principal Business to the Consultant, the Consultant shall indemnify the Principal Business in respect of such liability and shall, upon demand, forthwith reimburse the Principal Business such excess.

22. For the avoidance of doubt, nothing in this agreement shall require the Consultant to accept any instruction from the Principal Business and neither shall anything in this agreement require the Principal Business to provide work to the Consultant. However if the Principal Business offers the Consultant an Assignment, and the Consultant chooses to accept the assignment, the Consultant hereby agrees they will: –

- a)** Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation.
- b)** Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn to or which the Consultant might reasonably be expected to ascertain.
- c)** Take all reasonable steps to safeguard his/her own health and safety and that of any other person who may be present or be affected by his/her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client.
- d)** Not engage in any conduct detrimental to the interests of the Client.
- e)** Not at any time divulge to any person, nor use for his/her own or any other person's benefit, any confidential information relating to the Client's or the Principal Business's employees, business affairs, transactions or finances.
- f)** Notify the Principal Business without delay If either before or during the course of an Assignment, becomes aware of any reason why s/he may not be suitable for an Assignment.
- g)** Not have authority to incur any expenditure on behalf of the Principal Business.

~As stated above, neither party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between, any performances of service under this agreement.

23. In relation to the issue of confidentiality, the Consultant acknowledges that in the course of the assignment, he/she may be given access to confidential information. Confidential information means all and any information, which may be imparted in confidence or be of a confidential nature relating to either the Principal's business, or that of the Principal's client. This includes, without limitation, names, addresses, telephone numbers, contact names and identities of clients and/or potential clients, all confidential aspects of business relationships, and any other commercial, financial, or technical information relating to the Principal's business or that of the Principal's clients'. Once the Consultant has accepted and confirmed a placement they should ensure all reasonable steps are taken to fulfil the commitment made to the Principal Business and its Client. If for any reason the Consultant is delayed or is unable to attend a booking, they must inform the Principal Business and the Client (Medical staffing/Practice Manager or equivalent) immediately.

24. The Principal Business shall not be held responsible or liable for the consequences for the cancellation of a booking. No compensation is payable under such circumstances. During the course of this agreement, the

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Consultant may accept and perform services for other persons firms or clients provided any such services do not cause a breach of the Consultants obligations under this agreement nor affect the Consultants ability to provide the services. Should the hours be altered in any way from those notified when the booking is made, the Principal Business must be informed immediately.

25. Whilst every effort is made on behalf of the Consultant to ensure no reduction of working hours is made, the Principal Business can accept no responsibility should this occur. In an event of an on the day cancellation or double booking, the Principal Business cannot be held responsible for any loss incurred. However, representation will be made on the Consultants behalf for compensation.

26. The Consultant is expected to comply with the normal standards of practice as laid down by their Regulatory body and must ensure that their GMC and their certificates are current and valid. Notwithstanding any provisions to the contrary, the Principal Business may terminate this agreement with immediate effect and with no liability to pay any further fee (except those accrued at the termination date), if the Consultant: -

a) Is guilty of gross misconduct.

b) Commits any serious breach or repeated breach or non observance of any of the provisions of this agreement or is negligent or incompetent in the provision of services.

c) Is guilty of fraud or dishonesty or acts in any manner which in the opinion of the Principal Business, or its client, is likely to bring either in to disrepute.

27. Should a client request the removal of a Consultant due to unsatisfactory conduct clinical or otherwise, the Principal Business will not be liable for payment of any hours booked and not worked by the Consultant. A full investigation of the said complaint will be carried out. The Consultant will receive in writing details of the complaint / allegation within a reasonable time period of the incident. The Consultant must respond in writing within 48 hours.

28. The Consultant will be responsible for all business expenses, stationery, and Professional Indemnity Insurance. Unless specifically agreed in writing by the Client.

29. Consultants are responsible for their own travelling expenses, telephone bills, meals, accommodation, and any other charges, which should be settled prior to leaving the place of work and the Client is responsible for collecting any such monies. The Principal Business is not responsible for any debts that may be incurred by the Consultant or collection of such monies.

30. As referred to above, the Consultant has a responsibility to indemnify and keep indemnified the Principal Business and each group client in respect of the Consultants performance (or non performance) of his/her services including in respect of, but not restricted to, any act, neglect or default of the Consultant and breaches resulting in any successful claim by a third party. The Consultant shall maintain, at own cost, a comprehensive policy of insurance to cover his/her liability in respect of any act or default for which he/she may become liable to indemnify the Principal Business under the terms of this agreement, (including but not limited to, third party employers and public/professional indemnity insurance). The principal Business reserves the right to request a copy of this policy at any time and to retain such information on file. The Principal Business will obtain references for a Consultant on behalf of its Clients and reserves the right to submit information contained within to its Clients, in the strictest of confidence.

31. Should the Principal Business or Client provides the Consultant with equipment for the purposes of the placement, the Consultant shall be responsible for the security and condition of such equipment. If the equipment is damaged or lost while in the Consultants care, it is the responsibility of the Consultant to pay any expenses of repair or replacement to the Principal Business and will pay to the Principal Business an amount equivalent to any charge made to the Principal Business by the Client on account of damage or loss, where the equipment belongs to the Client. The Principal Business may recover part or all of the payments by making deductions from the Consultants' fee invoice(s) under this agreement.

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32. Only in the circumstance of an Office Audit will confidential information be given to a third party. Regardless of whether these Terms and Conditions of service are signed by the Consultant, acceptance of a booking by a Consultant shall in itself be taken to mean the acceptance of the above Terms and Conditions of Service.

33. In order to keep and maintain records relating to the Consultants services under this agreement, it will be necessary for the Principal Business to record, keep and process personal data relating to the Consultant. This data may be recorded, kept, and processed on computer and in hard copy form. To the extent that it is reasonably necessary in connection with his/her engagement under this agreement and the Principal Business' legal responsibilities, it may be necessary for the Principal Business to disclose this data to others. The Consultant therefore consents to the recording, processing, use, and disclosure by the Principal Business of personal data relating to him/her. This does not affect the Consultants rights as a data subject or the Principal Business' obligations and responsibilities under the Data Protection Act 1998.

34. Neither party shall assign, transfer, sub -contract or make over to another party the benefit or burden of this agreement, without the prior written consent of the other.

35. The agreement between the Principal Business and Consultant shall be subject to and in accordance with English law and the Principal Business and Consultant submits to the non-exclusive jurisdiction of the Courts of England and Wales.

Signed by-----

For and Behalf of-----

Position-----

Date -----

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