

## Section 7:

### Terms Of Engagement For Locum Doctors

#### 1.0 DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply:

"Assignment" means the period during which the Locum Doctor is supplied to render services to the Client.

"Client" means the person, firm or corporate body requiring the services of the Locum Doctor [together with any subsidiary or associated company as defined by the Companies Act 1985]

"Employment Business" means Nationwide Locum Services Ltd (NLS).

"Regulations" means the Working Time Regulations 1998 (as applicable).

"Locum Doctor" means locum doctor (you), whether engaged as a temporary worker or as a self-employed worker.

1.2 Unless context otherwise requires references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

#### 2.0 THE CONTRACT

2.1 These Terms constitute a contract for services between the Employment Business and the Locum Doctor and they shall have effect during all Assignments undertaken by the Locum Doctor. Save where specifically provided, neither these Terms nor any other contract shall survive the termination of an Assignment. For the avoidance of doubt, the parties acknowledge that during periods which do not qualify as an Assignment the Locum Doctor shall not be engaged on any form of contract.

2.2 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Locum Doctor and the Client.

2.3 Where the Locum Doctor is engaged as a self-employed worker, he shall undertake to account to HM Customs and Revenue for any statutory deductions due from his remuneration in accordance with clause 4.1

2.4 No variation or alteration of these Terms shall be valid unless approved by the Employment Business and the Locum Doctor in writing.

#### 3.0 UNDERTAKING BY THE LOCUM DOCTOR

3.1 The Locum Doctor warrants to the Employment Business that by entering into and performing his obligation under this Agreement he will not be in breach of any obligation which he owes to any third party.

3.2 The Locum Doctor warrants that he has the necessary skills and qualifications to perform the Assignment.

#### 4.0 ASSIGNMENTS

4.1 The Employment Business will endeavor to obtain suitable Assignments for the Locum Doctor. The Locum Doctor is a doctor seeking work as a general practitioner/hospital doctor or consultant.

4.2 The Locum Doctor 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 Employment Business; and that the Employment Business shall incur no liability to the Locum Doctor should it fail to offer opportunities to work as a Locum Doctor or in any other capacity; and that no contract shall exist between the Locum Doctor and the Employment Business during periods when the Locum Doctor is not working on an assignment.

4.3 For the purpose of calculating the average number of weekly hours worked by the Locum Doctor on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Locum Doctor commences the first Assignment, if later.

4.4 At the same time as an Assignment is offered to the Locum Doctor the Employment Business shall inform the Locum Doctor of the identity of the Client, and if applicable the nature of their business; 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 Locum Doctor would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Locum Doctor; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the Locum Doctor what experiences, training, qualifications and any authorization required by law to work in the Assignment.

4.5 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 Bank holiday) following save where the Locum Doctor is being offered an Assignment in the same position as one in which the Locum Doctor had previously been supplied within the previous five business days and such information has already been given to the Locum Doctor.

4.6 If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Locum Doctor direct or through another employment business, the Locum Doctor acknowledges that the Employment 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 Locum Doctor may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Locum Doctor to a third party who subsequently engages the Locum Doctor within the Relevant Period.

#### 5.0 REMUNERATION

5.1 Subject to sub-clause 5.3, the Employment Business shall pay to the Locum Doctor remuneration calculated at an hourly rate for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears. The Employment Business shall notify the Locum Doctor of the rate of remuneration applicable to each Assignment at the beginning of each Assignment. In appropriate circumstances, the remuneration shall be subject to deductions in respect of PAYE Class 1 National Insurance Contributions and income tax and any other deductions which the Employment Business may be required by law to make. Where the Locum Doctor is being supplied into general practice on a self employed basis or hospital consultant post and is not under the supervision, direction or control of any person as to the manner in which he renders his services, payments will be made to the Locum Doctor gross, that is without deductions in respect of National Insurance or PAYE or Class 1 National Insurance Contributions.

5.2 Subject to any statutory entitlement, the Locum Doctor shall not be entitled to receive payment from the Employment Business or the Client for time not spent working during an Assignment irrespective of the reason that time was not spent working.

5.3 Payment of remuneration is conditional on the Locum Doctor submitting time sheets/invoices (if applicable) in accordance with clause 9.

5.4 For the avoidance of doubt, where the Locum Doctor is being supplied into general practice on a self employed basis or hospital consultant post and is not under the supervision, direction or control of any person as to the manner in which he renders his services, the Locum Doctor is not an employed earner for the purposes of claiming any social security benefit from either the Employment Business or the Client including but not limited to Statutory Sick Pay, Statutory Maternity Pay, Statutory Adoption Pay and Statutory Paternity Pay.

## **6.0 STATUTORY LEAVE**

- 6.1 The Locum Doctor may be entitled to 4.8 weeks' paid leave per leave year under the Regulations. In circumstances where such an entitlement arises, all entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.
- 6.2 Where applicable, entitlement to paid leave accrues in proportion to the amount of time worked continuously by the Locum Doctor on Assignments during the leave year. Payment in respect of the entitlement to paid leave shall be made by way of an enhancement of 10.17% of the Locum Doctor's hourly rate.
- 6.3 No leave shall be taken during an Assignment without the express consent of the Employment Business. Where the Locum Doctor wishes to take any leave to which he is entitled, he should notify the Employment Business in writing of the dates of his intended absence. The amount of notice which the Locum Doctor is required to give should be at least twice the length of the period of leave that he wishes to take. Unless the Employment Business informs the Locum Doctor in writing that it is not possible for him to take leave on the specified dates, the Locum Doctor shall be entitled to take up his notified leave entitlement.
- 6.4 None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Locum Doctor's status as a self-employed worker.

## **7.0 SICKNESS ABSENCE**

- 7.1 In certain circumstances the Locum Doctor may be eligible to receive Statutory Sick Pay (SSP). Eligibility is dependent on a number of factors and will need to be determined on an individual basis by contacting our payroll department.

## **8.0 PREGNANCY**

- 8.1 In certain circumstances the Locum Doctor may be eligible to receive Maternity Pay. Eligibility is dependent on a number of factors and will need to be determined on an individual basis by contacting our payroll department.

## **9.0 TIME SHEETS**

- 9.1 At the end of each week of an Assignment or (in cases where an Assignment is one week long or less) at the end of an Assignment the Locum Doctor shall deliver to the Employment Business his time sheet/and invoice (if applicable) duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorized representative of the Client. Failure to submit a time sheet/invoice (if applicable) for hours worked may delay payment for those hours.
- 9.2 The Locum Doctor's working time shall only consist of those periods during which he is carrying out his activities or duties for the Client during the Assignment. Time spent traveling to the Client's premises, lunch breaks and other rest breaks shall not count.

## **10.0 CONDUCT OF ASSIGNMENTS**

- 10.1 The Locum Doctor is not obliged to accept any Assignment offered by the Employment Business but if he does so, during every assignment he will
- (a) co-operate with the Client's staff and accept the direct supervision and control of any responsible person in the Client's organization;
  - (b) observe any relevant rules and regulations of the Client's establishment to which attention has been drawn or which the Locum Doctor might reasonably be expected to ascertain;
  - (c) unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment;
  - (d) take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the Assignment and comply with the health and safety policies of the Client;
  - (e) not engage in any conduct detrimental to the interests of the Client;
  - (f) not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.
- 10.2 The obligations of the Locum Doctor which are set out at sub-clause(s) 10.1 (e) and (f) shall survive the termination of the Locum Doctor's engagement at the end of each Assignment.
- 10.3 If the Locum Doctor is unable for any reason to attend work during an Assignment he should inform the Client and the Employment Business of this fact within 8 hours of the time that his work shift was due to commence.

## **11.0 LIABILITY**

- 11.1 The Locum Doctor shall be liable for any loss, damage or injury to any party resulting from his negligent acts or omissions during the course of the Assignment.
- 11.2 The Locum Doctor shall ensure the provision of adequate Professional Indemnity Insurance and shall make available a copy of the policy to the Employment Business upon request.

## **12.0 TERMINATION**

- 12.1 The Employment Business or the Client may, without prior notice or liability, terminate the Locum Doctor's Assignment with immediate effect at anytime by written notice.
- 12.2 The Locum Doctor may terminate an Assignment by giving notice in accordance with the following provisions:
- (a) Assignment less than 1 week            1 Days Notice
  - (b) Assignments less than 2 weeks        2 Days Notice
  - (c) Assignments more than 2 weeks       1 Weeks Notice

- 12.3 Should the Locum Doctor fail to comply with the requirements of sub-clause 10.3, the Assignment shall terminate immediately upon the expiry of the 8th hour following the time that his work shift was due to commence.

## **13.0 CONFIDENTIALITY**

- 13.1 Information concerning patients, their treatment and their affairs is strictly confidential and must not be disclosed to any unauthorized persons. The Locum Doctor shall not at any time divulge to any person, nor use for his own or any other person's benefit, any such information and nor shall he disclose confidential information relating to the Client or the Employment Business or to any other employee, officers, business affairs, transactions or finances which he may acquire during an Assignment or otherwise.

## **14.0 GENERAL**

- 14.1 These Terms set out the entire agreement and understanding between the parties and supersede all prior agreements, understandings, or arrangements in relation to the engagement of the Locum Doctor by the Employment Business.
- 14.2 To the extent that any provision of these Terms is found by any court or competent authority to be invalid, unlawful or unenforceable that provision shall not affect the enforceability of the remainder of these Terms.

## **15.0 LAW**

- 15.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.
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