

## **TERMS AND CONDITIONS OF BUSINESS FOR LOCUM GP/NURSES**

### **1. DEFINITIONS**

1.1 In these Terms and Conditions the following definitions apply:-

**"Assignment"**

- means the period during which the Locum GP/Nurse is engaged to render services to the Client.

**"Client"**

- means the person, firm or corporate body requiring the services of the Locum GP/Nurse, together with any subsidiary or associated company as defined by Companies Act 1985.

**"Engagement Business"**

- means Clinicaall Healthcare Ltd trading as CliniCall CiC (CiC status applied from the CiC Regulator), 30 Blossomfield Rd, Solihull, W.Midlands, B91 1NF

**"Locum GP/Nurse"**

- means Temporary Worker

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

1.3 Any reference to the Working Time Regulations 1998 applies to Locum GP/Nurses non-training grades, Staff Grade, Clinical Assistant and Consultant level.

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

### **2. THE CONTRACT**

2.1 The Locum GP/Nurse appoints the Engagement Business to act on his/her behalf in arranging assignments with the Clients. The Engagement Business does not charge a fee for providing its introductory service to the Locum GP/Nurse.

2.2 These Terms constitute a contract for services between the Engagement Business acting for the Client and the Locum GP/Nurse. Upon being signed by the Locum GP/Nurse they govern each and every assignment undertaken by the Locum GP/Nurse. In the event of the Locum GP/Nurse declining to accept any offer of work or not attending work for any reason, no contract shall exist between the parties hereto.

2.3 For the avoidance of doubt, these Terms shall not give rise to a contract of Employment between the Engagement Business and the Locum GP/Nurse.

2.4 No variation or alteration of these Terms shall be valid unless approved by the Engagement Business in writing.

2.5 Unless specifically agreed in writing by the Client, Locum GP/Nurses are responsible for their own telephone bills, meals, accommodation and any other charges, which should be settled prior to leaving the Hospital and the Client is responsible for collecting any such monies. The Engagement Business is not responsible for any debts that may be incurred by the Locum GP/Nurses or collection of such monies.

**2.6** The Locum GP/Nurse's travel expenses will be negotiable with the Engagement Business prior to the commencement of the Assignment and will be reimbursed to the Locum GP/Nurse accordingly.

### **3. CONDITIONS OF REGISTRATION**

**3.1** The Locum GP/Nurse must be fully registered with the GMC/NMC (without restriction) and have their own valid independent professional indemnity insurance at the time, and agrees to notify the Engagement Business of any change in status immediately. Locum GP/Nurses are required to take their original GMC/NMC certificate with them and present it to the Client upon commencement of the Assignment, if requested. The Engagement Business shall not be held liable if any of the above procedures are breached.

**3.2** The Locum GP/Nurse agrees to complete and return a health questionnaire to the Engagement Business prior to commencement of an Assignment. (s)he also agrees to provide a current certificate confirming his/her immunisation status regarding Hepatitis B, Tuberculosis and Rubella.

**3.3** The Engagement Business will obtain written references on the Locum GP/Nurse.

**3.4** It is the responsibility of the Locum GP/Nurse to provide proof that (s)he is eligible to work in the United Kingdom.

**3.5** On the acceptance of an Assignment the Locum GP/Nurse confirms that any Locum work undertaken will not entail exceeding national limits on contracted hours or actual hours of work set out in the New Deal on Junior GP/Nurses Hours.

**3.6** The Locum GP/Nurse agrees to notify the Engagement Business of any change of address and telephone number or any other professional changes.

**3.7** The Engagement Business reserves the right to submit any information concerning the suitability of the Locum GP/Nurse to the Client solely for the purpose of arranging Assignments.

**3.8** The Locum GP/Nurse will be obliged to inform the Engagement Business should any action/disciplinary action be taken against them, as required and set out by the relevant body (GMC/NMC). Failure to notify Engagement Business will lead to the relevant body (GMC/NMC) being notified.

### **4. ASSIGNMENTS**

**4.1** The Engagement Business will endeavour to obtain suitable Assignments for the Locum GP/Nurse.

**4.2** The Locum GP/Nurse 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 Engagement Business; and that the Engagement Business shall incur no liability to the Locum GP/Nurse should it fail to offer opportunities to work.

**4.3** For the purpose of calculating the average number of weekly hours worked by the Locum GP/Nurse on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be 1st October 1998 or the date on which the Locum GP/Nurse commences the first Assignment, if later.

**4.4** The Locum GP/Nurse may be entitled to a rest break from work depending on the amount of time worked on an Assignment on any day. The Client will be in control of working arrangements for an Assignment and therefore the Client will provide appropriate rest breaks in line with Working Time Regulations 1998.

**4.5** Certain Assignments may cause the Locum GP/Nurse to be classed as a night worker. The Locum GP/Nurse agrees to complete a Health Screening Questionnaire, if appropriate in line with Working Time Regulations 1998.

**4.6** Travel expenses are paid to the Locum only when the Client agrees. For certain assignments the Locum must claim travel expenses from the Medical Staffing Officer before leaving the assignment.

**4.7** The Locum GP/Nurse must inform both the Medical Staffing Officer/Matron and the Engagement Business immediately if the Locum is delayed in reaching the assignment.

**4.8** The Engagement Business cannot be responsible for any action taken by our Clients, which brings about any alterations or cancellation of a booking.

## **5. REMUNERATION**

**5.1** The Engagement Business shall pay to the Locum GP/Nurse remuneration calculated at an hourly rate as agreed. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) or session(s) to be paid within 14 days in arrears, subject to deductions in respect of PAYE Class 1 National Insurance Contributions and Income Tax pursuant to S134 of the Income and Corporation Taxes Act 1988 and any other deductions which the Engagement Business may be required by law to make (deductions only apply if the Locum GP/Nurse is employed directly with the Engagement Business, if working self employed the Locum GP/Nurse is responsible for their own deductions).

**5.2** Subject to any statutory entitlement under the relevant legislation, the Locum GP/Nurse is not entitled to receive payment from the Engagement Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

## **6. STATUTORY LEAVE**

**6.1** Under the Working Time Regulations 1998 paid leave only applies to Locum GP/Nurses none-training grades, Staff Grade, Clinical Assistant and Consultant level. For the purposes of calculating entitlement to leave under this clause, the leave year commences on 1st October 1998 or, if later, on the date that the Locum GP/Nurse starts an Assignment or a series of Assignments which last for a continuous period of 13 weeks or more.

**6.2** Under the Working time Regulations 1998 the Locum GP/Nurse is entitled to 3 weeks' paid leave per leave year. From 23 November 1999 this leave entitlement increases to 4 weeks. 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.

**6.3** The right to paid leave only arises once the Locum GP/Nurse has been engaged on Assignments through the Engagement Business for a continuous period of 13 weeks. Entitlement to paid leave accrues in proportion to the amount of time worked continuously by the Locum GP/Nurse on Assignment during the leave year. The amount of the payment to which the Locum GP/Nurse is entitled in respect of such leave is calculated in accordance with and in proportion to the number of hours that (s)he works on Assignments. Payments for

annual leave will be calculated on the basis of rates paid during a client's normal working hours.

**6.4** Where the Locum GP/Nurse wishes to take any leave to which (s)he is entitled, (s)he should notify the Engagement Business in writing of the dates of his/her intended absence. The amount of notice that the Locum GP/Nurse is required to give should be at least twice the length of the period of leave that (s)he wishes to take. Unless the Engagement Business informs the Locum GP/Nurse in writing that it is not possible for him to take leave on the specified dates, the Locum GP/Nurse shall be entitled to take up his/her notified leave entitlement.

**6.5** None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect Locum GP/Nurse.

## **7. SICK LEAVE**

**7.1** The Locum GP/Nurse may be eligible for Statutory Sick Pay provided that (s)he meets the relevant statutory criteria.

**7.2** For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.

## **8. TIME SHEETS**

**8.1** At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Locum GP/Nurse shall deliver to the Engagement Business his/her time sheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) and signed by an authorised representative of the Client. Failure to submit a time sheet for hours worked may delay payment for those hours.

**8.2** Timesheets must be received by the Tuesday following the end of the week in question, in order that payment can be made via BACS into the Locum GP/Nurse's bank account within 14 days.

**8.3** For the avoidance of doubt and for the purposes of the Working Time Regulations, the Locum GP/Nurse's working time shall only consist of those periods during which (s)he is carrying out his/her 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 GP/Nurse's working time for these purposes.

## **9. CONDUCT OF ASSIGNMENTS**

**9.1** The Locum GP/Nurse is not obliged to accept any Assignment offered by the Engagement Business but if (s)he does so, during every Assignment and afterwards where appropriate, (s)he will:-

- a)** co-operate with the Client's staff 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 to which attention has been drawn or which the Locum GP/Nurse 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/her own safety and the safety of any other person who may be present or affected by his/her 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/her own or any other person's benefit, any confidential information relating to the Client's or the Engagement Business, employees, business affairs, transactions or finances.
- g) If the Locum GP/Nurse is unable for any reason to attend work during an Assignment (s)he should inform the Client or the Engagement Business by no later than 8.00 am on the first day of absence to enable alternative arrangements to be made.

**9.2** The Locum GP/Nurse, in providing the subcontracted services, accepts posts with one or more Clients on the understanding that the Locum GP/Nurse will work in that post or posts as the Engagement Business' subcontractor. If the Locum GP/Nurse accepts within 6 months, any such posts, or any part thereof, or any extension of that post through another Agency he/she will be liable to recompense the Engagement Business immediately, upon demand, for any losses that the Engagement Business may suffer as a consequence of this action.

**9.3** The Locum GP/Nurse shall immediately inform the Engagement Business if he/she is offered a permanent or temporary fixed term appointment with any Client as a result of being introduced to any Client by the Engagement Business.

**9.4** A Client may cancel an Assignment at short notice, and in such circumstances, the Engagement Business cannot accept responsibility or liability for any loss or expense that may be suffered by the Locum GP/Nurse as a result of such a cancellation.

## **10. CANCELLATIONS**

**10.1** Where an Assignment has been booked more than a week in advance, the Locum GP/Nurse shall be required to give a minimum of 48 hours notice of cancellation prior to the Assignment date commencing. Should an Assignment be arranged within 1 week of the post, notice should be given at the first opportunity, allowing the Engagement Business the opportunity to re-arrange the assignment with another Locum GP/Nurse.

## **11. TERMINATION**

**11.1** The Engagement Business or the Client may, without prior notice or liability, instruct the Locum GP/Nurse to end an Assignment at any time.

**11.2** The Locum GP/Nurse maybe asked to end an Assignment with a Client due to unsatisfactory work at any time. The Engagement Business shall not be liable to pay the Locum GP/Nurse for any period worked if the termination under this condition is either within four hours of the commencement of a service period of seven hours or more or within two hours where the booking is of a lesser period.

## **12. LAW**

**12.1** 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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**SIGNED BY THE LOCUM GP/NURSE**

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**PRINT NAME**

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**DATE**

**This is a Universal Agreement / Contract for all future work conducted by the Locum GP/Nurse for the Engagement Business.**