

## **TERMS & CONDITIONS OF BUSINESS FOR LOCUMS**

### **1. DEFINITIONS**

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

**“Assignment”**

– means the period during which the Locum is engaged to render services to the Client.

**“Client”**

– means the healthcare organisation requiring the services of the Locum, together with any subsidiary or associated company as defined by Companies Act 1985.

**“Employment Business”**

– Clinicall Healthcare Limited of Suite 405, Daisyfield Business Centre, Appleby Street, Blackburn, Lancashire, England BB1 3BL.

**“Locum”**

– means the healthcare professional temporary worker.

**“Business Working Hours”**

– defined as between the hours of 8:30 am to 17:30 pm, Monday to Friday.

**“Business Working Days”**

– defined as Monday to Friday.

**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 none-training grades, Staff Grade, Clinical Assistant and Consultant level.

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

### **2. THE CONTRACT**

**2.1** The Locum appoints the Employment Business to act on their behalf in arranging assignments with the Client. The Employment Business does not charge a fee for providing its introductory service to the Locum.

**2.2** These Terms constitute a contract for services between the Employment Business acting for the Client and the Locum. Upon being signed by the Locum they govern each and every assignment undertaken by the Locum. In the event of the Locum 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 & Conditions shall not give rise to a contract of Employment between the Employment Business and the Locum.

**2.4** No variation or alteration of these Terms & Conditions shall be valid unless approved by the Employment Business in writing.

**2.5** Unless specifically agreed in writing by the Client, Locums 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 Employment Business is not responsible for any debts that may be incurred by the Locum or collection of such monies.

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

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

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

**3.2** The Locum agrees to complete and return a health questionnaire to the Employment Business prior to commencement of an Assignment. The Locum also agrees to provide a current certificate confirming their immunisation status regarding Hepatitis B, Tuberculosis and Rubella.

**3.3** The Employment Business will obtain written references on the Locum.

**3.4** It is the responsibility of the Locum to provide proof that they are eligible to work in the United Kingdom.

**3.5** On the acceptance of an Assignment the Locum confirms that any temporary 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 Hours.

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

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

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

### **4. ASSIGNMENTS**

**4.1** The Employment Business will endeavour to obtain suitable Assignments for the Locum.

**4.2** The Locum 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 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 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 commences the first Assignment, if later.

**4.4** The Locum 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 to be classed as a night worker. The Locum 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 must inform both the Medical Staffing Officer/Matron and the Employment Business immediately if the Locum is delayed in reaching the assignment.

**4.8** The Employment 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 Employment Business shall pay to the Locum 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 Employment Business may be required by law to make (deductions only apply if the Locum is employed directly with the Employment Business, if working self employed then the Locum is responsible for their own deductions).

**5.2** Subject to any statutory entitlement under the relevant legislation, the Locum is not entitled to receive payment from the Employment 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 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 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 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 has been engaged on Assignments through the Employment 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 on Assignment during the leave year. The amount of the payment to which the Locum 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 wishes to take any leave to which they are entitled, they should notify the Employment Business in writing of the dates of their intended absence. The amount of notice that the Locum is required to give should be at least twice the length of the period of leave that they wish to take. Unless the Employment Business informs the Locum in writing that it is not possible for him to take leave on the specified dates, the Locum shall be entitled to take up their notified leave entitlement.

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

## **7. SICK LEAVE**

**7.1** The Locum may be eligible for Statutory Sick Pay provided that they meet 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 shall deliver to the Employment Business their 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** Time Sheets must be received by the Employment Business by 16:30 PM on the Friday at the end of the working week in question, in order that payment can be made via BACS into the Locum's bank account within 14 days.

**8.3** For the avoidance of doubt and for the purposes of the Working Time Regulations, the Locum'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's working time for these purposes.

## **9. CONDUCT OF ASSIGNMENTS**

**9.1** The Locum is not obliged to accept any Assignment offered by the Employment Business but if they do so, during every Assignment and afterwards where appropriate, the Locum agrees to:-

- co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation.
  - observe any relevant rules and regulations of the Client's establishment to which attention has been drawn or which the Locum might reasonably be expected to ascertain.
  - unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment;
  - take all reasonable steps to safeguard their own safety and the safety of any other person who may be present or affected by their actions on the Assignment and comply with the health and safety policies of the Client.
  - not engage in any conduct detrimental to the interests of the Client.
  - not at any time divulge to any person, nor use for their 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.
- If the Locum is unable for any reason to attend work during an Assignment they should inform the Client or the Employment 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, in providing the subcontracted services, accepts posts with one or more Clients on the understanding that the Locum will work in that post or posts as the Employment Business' subcontractor. If the Locum accepts within 6 months, any such posts, or any part thereof, or any extension of that post through another Agency then they will be liable to recompense the Employment Business immediately, upon demand, for any losses that the Employment Business may suffer as a consequence of this action.

**9.3** The Locum shall immediately inform the Employment Business if they are offered a permanent or temporary fixed term appointment with any Client as a result of being introduced to any Client by the Employment Business.

**9.4** A Client may cancel an Assignment at short notice, and in such circumstances, the Employment Business cannot accept responsibility or liability for any loss or expense that may be suffered by the Locum as a result of such a cancellation. Financial compensation for loss of income by the Locum as a result of a Client cancelling an Assignment at short notice will be at the discretion of the Employment Business and also subject to the Employment Business recuperating Cancellation Charges from the Client in such instances.

## **10. CANCELLATIONS**

**10.1** In the case of cancellation by any Locum subsequent to acceptance but prior to commencement of the Assignment, the Employment Business will charge the Locum a Cancellation Fee, the amount levied will be dependent on the period of notification given by the Locum to the Employment Business.

**10.2** In the case of the notification period of any cancellation(s) by the Locum being over 48 Business Working Hours before commencement of the Assignment, a Cancellation Fee of £25.00 will be levied against the Locum for each individual cancelled Assignment.

**10.3** If the Locum accepts an Assignment at short notice (within a week) and subsequently cancels, the Locum will still be liable to pay the Cancellation Fee of £25.00.

**10.4** If notification of a cancellation occurs within 48 Business Working Hours or less before commencement of the Assignment, the following levy supersedes the Cancellation Fee: the Cancellation Fee levied will be 20% of the Locum's agreed Assignment fee and will be directly payable by the Locum to the Employment Business or collected via any payments accrued by the Locum for any Assignment(s) conducted via the Employment Business.

## **11. TERMINATION**

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

**11.2** The Locum maybe asked to end an Assignment with a Client due to unsatisfactory work at any time. The Employment Business shall not be liable to pay the Locum 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.