



## LOCUM TERMS & CONDITIONS

### DEFINITIONS

In these Terms and Conditions the following definitions apply: –

**“Assignment”** means the time period during which the Locum is supplied to render services to the Client.

**“Client”** means the person, firm or organisation requiring the services of the Locum together with any subsidiary or associated company.

**“First Choice Locums”** means First Choice Locums Limited of, Sandwell Villas, 41 Sandwell Street, Walsall, WS1 3EB.

**“Locum”** refers to the GP Locum in question.

**"Engagement"** means any employment or use of the Locum on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement.

### 1. CONTRACT WITH LOCUM

1.1. These Terms constitute a contract for services between First Choice Locums and the Locum and they manage all Assignments undertaken by the Locum. However, it is important to note that no contract shall exist between First Choice Locums and the Locum between Assignments and nor shall it give rise to an employment contract between First Choice Locums and the Locum.

### 2. EMPLOYMENT STATUS

2.1. The Locum is engaged as a self-employed worker or works through his/her Limited Company and takes full responsibility for any Corporation Tax, Personal Income Tax, and any National Insurance Payments and Deductions to HM Revenue & Customs.

2.2. The Locum is also responsible for completing any statutory returns to HM Revenue & Customs and Companies House. First Choice Locums will not be responsible to make payment of either Personal Income tax or National Insurance payments on behalf of the Locum

### 3. THE LOCUM

3.1. First Choice Locums shall manage all assignments undertaken by the locum. These terms constitute a contract for services between First Choice Locums and the locum. However, no contract shall exist between First Choice Locums and the locum between assignments.

3.2. When First Choice Locums have introduced the Locum to a client, the Locum agrees that working with the client directly would be prejudicial to our business interest. If the Locum

works directly with a client after being introduced through First Choice Locums within 6 months since the last session with the client S/he will be in breach of contract and First Choice Locums will be entitled to charge £2000 to the Locum.

3.3. The Locum agrees that she/he has the necessary skills and qualification, has current valid registration with the appropriate authorities to carry out the Assignment and is not in any breach of contact with them. The Locum is in good physical health and has no reason to believe by working s/he would be putting patients at risk. To clarify, the locum is up to date with his/her occupational health requirements for the clients, including e.g. hepatitis B vaccination. S/he will be able to prove evidence of this at short notice

### 4. TEMPORARY ASSIGNMENTS

4.1. The Locum agrees that upon acceptance of an Assignment with one of our Clients, S/he will comply with all reasonable and lawful rules and regulations of the client's establishment, provide a high quality of service to the client, attend the place of work during the times as required by the client's instruction to us and comply with all reasonable disciplinary rules or obligations in force at the client's premises.

4.2. The Locum also agreed to comply with all reasonable instructions and any requests within the scope of the agreed services made either by the client or us.

4.3. During the Assignment the Locum agrees to take all reasonable steps to safeguard his/hers own health and safety and that of any other person who may be present or be affected by your actions on the locum assignment and comply with the client's health and safety policies

and procedures. Information relating to the client's patients, employees, business affairs, transactions or finances must be kept confidential at all times and you must not at any time divulge to any person, nor use for your or any other person's benefit.

4.4. During the Assignment the Locum will take responsibility for and indemnify us and our clients in full against any liability, claims or disbursements that may result from any act or omission in regards to your professional practice. The Locum shall also take responsibility for and indemnify us in full against any liability, claims or disbursements that may result from any act or omission in regards to your obligations in respect of any Taxes and/or National Insurance for any payments received in respect of locum assignments undertaken

4.5. If the Locum is unable for any reason to attend work during the course of an Assignment s/he should inform First Choice Locums within one hour of the commencement of the Assignment.

## **5. TIMESHEETS**

5.1. Upon completion of an assignment the locum shall forward his/her timesheet to First Choice Locums via fax or email.

5.2. All timesheets must be signed by an authorised representative of the client as verification of working time for which payment is claimed. Failure to submit a properly completed timesheet with verification of time worked will require First Choice Locums to conduct further investigations into the working time claimed by the locum and the reasons that the locum has

failed to produce such verification. This may delay any payments due to the locum.

5.3. No Payment will be made by First Choice Locums for work not carried out. First Choice Locums shall not be obliged to pay any fees to the Locum unless a timesheet has been properly submitted by the Locum.

## **6. PAYMENT TO LOCUMS**

6.1. Locums will be paid monthly by bank transfer, subject to your completed and authorised timesheet reaching us by the relevant submission deadlines. First Choice Locums cannot process unsigned timesheets, nor can we pay you by Cheque. Timesheets for any assignments undertaken must be submitted for processing within one week of completion of such assignment.

6.2. Where an assignment is for a period of more than one week, such timesheets must be submitted weekly for the duration of the assignment. First Choice Locums shall not be obliged to pay any fees to the locum unless a timesheet has been properly submitted with verification of working time.

6.3. First Choice Locums shall pay to the locum in accordance with his/her timesheet submitted. Payments will be made to the locum gross that is without deductions in respect of National Insurance or PAYE or Class 1 National Insurance Contributions.

6.4. The Locum is not entitled to receive payment from First Choice Locums or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason. For the avoidance of doubt the

Locum is not an employed earner for the purposes of claiming any social security benefit from either First Choice Locums or the Client including but not limited to Statutory Sick Pay, Statutory Maternity Pay, Statutory Adoption Pay and Statutory Paternity Pay.

## **7. LIABILITY**

7.1. During the Assignment the Locum and not First Choice Locums will be fully liable for any loss, damage or injury to any party resulting from his/her negligent acts or omissions during the course of the Assignment. This includes dealing with complaints arisen either directly or indirectly due to the Locum.

7.2. The Locum shall ensure the provision of adequate Professional Indemnity insurance and shall make available a copy of the policy to First Choice Locums upon request.

## **8. CANCELLATION OF ASSIGNMENTS**

8.1. First Choice Locums or the Client may cancel an assignment at any time without prior notice and without liability.

8.2. The Locum may also cancel an Assignment at any time giving reasonable notice

## **9. AGREEMENT**

9.1. I confirm that I have read, understood and agree to adhere to these terms & conditions.

9.2. I confirm that by booking a session with First Choice Locums I have agreed to these terms & conditions.