

CONTRACT WITH LOCUM DOCTORS (GPs OR HOSPITAL DOCTORS)

TERMS OF ENGAGEMENT/CONTRACT FOR SERVICES

1. 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 Able Medical Staffing of 55 Staghaw Close , Maidstone, Kent, ME15 6TE.

“Locum Doctor” means [name of Locum Doctor].

1.2. Unless the context otherwise requires, references to the singular include the plural.

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

2. THE CONTRACT

2.1. These Terms constitute a contract for services between the Employment Business and the Locum Doctor and they govern all Assignments undertaken by the Locum Doctor. However, no contract shall exist between the Employment Business and the Locum Doctor between Assignments.

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.

2.3. The Locum Doctor is engaged as a self-employed worker and undertakes to account to HM Customs and Revenue for any statutory deductions due from his/her remuneration in accordance with clause 4.1.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Locum Doctor and set out in writing and a copy of the varied terms is given to the Locum Doctor stating the date on or after which such varied terms shall apply.

3. UNDERTAKING BY THE LOCUM DOCTOR

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

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

4. ASSIGNMENTS

4.1 The Employment Business will endeavour to obtain suitable Assignments for the Locum Doctor. The Locum Doctor is a doctor seeking work as a general practitioner or hospital consultant. The Locum Doctor shall not be obliged to accept an Assignment offered by the Employment Business.

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 the suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Locum Doctor should it fail to offer opportunities to work in the above category or in any other category; 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 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 experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.

4.4 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) 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.

4.5 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 TIMESHEETS AND INVOICING

5.1 Upon completion of the Assignment or at the end of each week of the Assignment the Locum Doctor shall deliver to the Employment Business his/her invoice for the amount due from the Employment

Business to the Locum Doctor together with a signed timesheet showing the time worked by the Locum Doctor in that period. The invoice and accompanying timesheet must be received by the Employment Business by no later than 12h00 on Wednesday following the week to which it relates.

5.2 The Locum Doctor shall obtain the signature of an authorised representative of the Client on the timesheet as verification of the working time for which payment is claimed.

5.3 Subject to clauses 5.4 and 5.5 the Employment Business shall pay the Locum Doctor for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

5.4 Where the Locum Doctor fails to submit a properly completed verification of time worked the Employment Business shall, in a timely fashion, conduct further investigations into the working time claimed by the Locum Doctor and the reasons that the Locum Doctor has failed to produce such verification. This may delay any payment due to the Locum Doctor. The Employment Business shall make no payment to the Locum Doctor for work not carried out.

5.5 The Employment Business shall not be obliged to pay any fees to the Locum Doctor unless an invoice has been properly submitted by the Locum Doctor in accordance with sub-clause 5.1 of this Agreement.

6 FEES

6.1 The Employment Business shall pay to the Locum Doctor in accordance with his/her invoice submitted under clause 5 above. The Locum Doctor's fees are calculated at a minimum hourly rate of

£25 being the minimum rate of remuneration that the Employment Business reasonably expects to achieve, for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears. The Locum Doctor is a doctor and is being supplied into a general practice or hospital consultant post and is not under the supervision, direction or control of any person as to the manner in which s/he renders his/her 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.

6.2 Subject to any statutory entitlement under the relevant legislation, the Locum Doctor 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.

6.3 For the avoidance of doubt 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.

7 CONDUCT OF ASSIGNMENTS

7.1 The Locum Doctor is not obliged to accept any Assignment offered by the Employment Business but if s/he does so, during every Assignment and afterwards where appropriate, s/he will: –

- a) The Locum Doctor shall have reasonable autonomy in relation to determining the method of performance of his/her services but in doing so shall co-operate with the Client and comply with all reasonable and lawful rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Locum Doctor might reasonably be expected to ascertain;
- b) Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
- c) Not engage in any conduct detrimental to the interests of the Client;
- d) Not at any time divulge to any person, nor use for his or her 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.
- e) The Locum Doctor shall bear the cost of his/her own training in order to perform his/her services

7.2 If the Locum Doctor is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment or shift.

7.3 If, either before or during the course of an Assignment, the Locum Doctor becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay.

8. LIABILITY

8.1 The Locum Doctor shall be liable for any loss, damage or injury to any party resulting from his/her negligent acts or omissions during the course of the Assignment;

8.2 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.

9 TERMINATION

9.1 The Employment Business or the Client may terminate the Locum Doctor's Assignment at any time without prior notice or liability.

9.2 The Locum Doctor may terminate an Assignment at any time without prior notice or liability.

9.3 If the Locum Doctor does not inform the Client or the Employment Business [in accordance with clause 9.2] that s/he is unable to attend work during the course of an assignment his/her absence will be treated as termination of the assignment by the Locum Doctor unless the Locum Doctor can show that exceptional circumstances prevented him or her from complying with clause 9.2.

9.4 If the Locum Doctor is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above the employment business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Locum Doctor.

10 LAW

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