



# Locum Terms and conditions of service

In these Terms and Conditions:

- (a) **'Employment Business'** means Pegasus Medical Ltd
  - (b) **'Client'** means person, GP surgery, co-operative, primary care trust, deputising service or other public or private primary care business
  - (c) **'Locum'** means the GP subcontractor registered with the Employment business under a contract for services.
  - (d) **'Temporary Engagement'** means the use of The Locum's services by The Client for periods not exceeding 3 months arising out of a confirmed and booked placement of The Locum with The Client by the Employment Business.
  - (e) **'Permanent Employment'** means permanent engagement of the Locum's services within eight weeks after the end of the most recent Temporary Engagement or fourteen weeks after the first day of the most recent Temporary Engagement.
1. The Employment Business is not your employer. These terms constitute a contract for services between the Employment Business, acting for the Client, and the Locum Doctor. They govern each and every assignment undertaken by the Locum Doctor. In the event of the Locum Doctor declining to accept an offer of work or not attending for any reason, no contract shall exist between the parties hereto.
  2. In order for there to be no doubt, these terms shall not give rise to a contract of employment between the Employment Business and the Locum Doctor.
  3. The Employment Business agrees to offer the Locum opportunities to work as a clinician where there is a suitable assignment with Client. The Employment Business reserves the right to select any Doctor from their registered personnel at their discretion to perform any Temporary or Permanent Engagement.
  4. The Employment Business and the Locum agree that the nature of the work is such that there may be periods between assignments where there is no work available.
  5. The Locum, must provide two professional references to the Employment Business. The Employment Business shall obtain written references which shall be made available confidentially to prospective Clients when required.
  6. The Locum must provide to the Employment Business a photocopy of his/ her current certificate of registration and licence to practice with the General Medical Council (GMC) in addition to evidence that they are fully paid up members of a recognized UK Medical Defence Insurer before any assignments may be undertaken by the Locum.
  7. Subject to the requirements of the Employment Business's Clients, the Locum may be required to attend an interview with the Client prior to acceptance or commencement of an assignment. The Employment Business shall endeavor to arrange a mutually convenient appointment for the interview.
  8. The Employment Business shall pay to the Locum remuneration that is calculated at a minimum hourly rate (see pay schedule which is attached to these terms) or such other rate as agreed in writing between the Employment Business and the Locum. The Locum shall be paid by the Employment Business on the 7th day of every month at the rate of pay applicable at the date of commencement of the assignment. Payments will be made to the Locum irrespective of whether the Employment Business has been paid for the services by the Client. The Employment Business is responsible for deducting all statutory contributions and for the administration of income tax unless the Locum provides evidence that they are registered as a self employed subcontractor, in which case the Locum will be paid his or her fees gross and without deductions.
- TERMINATION**
- 8.1 The Employment Business or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.
  - 8.2 The Temporary Worker may terminate an Assignment at any time without prior notice or liability.
9. The Doctor shall be responsible for all his/her expenses unless otherwise agreed in writing by the Employment Business prior to incurring the relevant expense.
  10. Statutory leave
    - (a) Under the Working Time Regulations 1998 paid leave only applies to Locums working in NHS Hospitals at Staff Grade, Clinical Assistant and Consultant level. For the purposes of calculating entitlement to leave under this clause, the leave year commences on the date that the Locum starts an assignment.
    - (b) Under the Working Time Regulations 1998, the Locum is entitled to 5.6 weeks' paid leave per leave year. 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.
    - (c) The right to paid leave only arises once the Locum has been engaged on assignments through the Employment Business. 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 is entitled in respect of such leave is calculated in accordance with and in proportion to the number of hours that he or she works on assignments. Payments for annual leave will be calculated on the basis of rates paid during a Client's normal working hours.
    - (d) Where the Locum wishes to take any leave to which he or she is entitled, they should notify the Employment Business in writing of the dates of his/ her 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 he or she wishes 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 his notified leave entitlement.
    - (e) None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Locum.
  11. The Locum is responsible at all times during the assignment to the Client to whom he or she has been assigned. Personnel are not deemed employees of the Employment Business and are therefore under the supervision direction and control of the said Client. If there is a dispute in relation to the reward scheme, the Locum has the right to attend the office of the Employment Business and check his work history to verify his/her entitlement.
  12. Upon acceptance by the Locum of the assignment with a Client he or she agrees they shall:
    - (a) Not engage in any conduct detrimental to the interest of the said Client.
    - (b) Be present during the times and for the total number of hours during each day and/or week as required by the Client.
    - (c) Afford to the Client faithful service of a standard such as would sustain a contract of employment.
    - (d) Take all reasonable steps to safeguard his/her own safety and the safety of any other person who may be affected by their action.
    - (e) Comply with any reasonable disciplinary rules or obligations in force at the said Client's premises.
    - (f) Comply with any reasonable instructions and any requests within the scope of the agreed services made either by the Employment Business or the said Client.
    - (g) Notify the Employment Business of any alteration in hours required to be worked by the Client to those specified in the original assignment.
  13. The Employment Business shall endeavor to notify the Locum of any cancellation of an assignment at the earliest opportunity. The Employment Business shall not accept any responsibility of liability for any loss suffered by the Locum as the result of an assignment being cancelled at any time.
  14. The Locum must notify the Employment Business of any change of address or telephone number forthwith to ensure that contact between the parties may be maintained.
  16. The Locum notify the Employment Business forthwith should he or she become delayed or unable to attend an assignment at the time required by the said Client and payments made by the Employment Business to the Locum shall be adjusted accordingly.
  17. The Locum should try to give the Employment Business one weeks notice of any holiday.

Signed .....

Name .....

Date .....

