



# GP Practice Terms and conditions of service

1. 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.
2. These terms constitute a contract for services between the Employment Business and the Client.
3. These terms and conditions shall take effect and are deemed to be accepted by the Client upon their confirmation of the Temporary Engagement.
4. The Client shall specify its requirements in advance with regard to the qualifications and experience which they require of the Locum and shall also specify the periods of time and number of hours that the Locum is to be made available on the Temporary Engagement. It is anticipated that for a two hour surgery, the Locum will only be expected to see a maximum of twelve patients. It is anticipated that no Locum working in a GP Out of Hours service will work longer than eight hours without a break.
5. The Employment Business will maintain a confidential record of written references in respect of each Locum which are available to the Client for inspection so that the Client may assess the suitability of the Locum prior to engagement. Subject to satisfactory arrangements being made with regard to expenses an interview can also be arranged (if required and with adequate notice) by the Employment Business between the Client and any member of their registered personnel.
6. The Employment Business and their servants and agents do not accept responsibility and are not liable for any information or representation concerning the Locum, nor do they give or accept responsibility for any warranty concerning the history, character, age, capabilities or suitability of the Locum.
7. The Locum shall be entirely under the Clients supervision, control and direction with effect from the time at which the Locum first takes up his duties with the Client for the duration of the Temporary Engagement.
8. The Client shall be responsible for all acts, errors and omissions of the Locum during the period of engagement with the Client be they wilful, negligent or otherwise and the Client shall indemnify the Employment Business against all or any actions, claims or other proceedings arising from such acts, errors or omissions.
9. The Client shall comply with all statutes and other Legal requirements to which the Client is normally subject in relation to the engagement and shall effect such insurance cover in respect of the Locum as the Client shall deem necessary.
10. The Permanent Employment of the Locum by the Client or the introduction of the Locum by the Client to a person, firm or surgery arising out of the initial introduction of the Locum to the Client for a Temporary Engagement by the Employment Business shall be deemed to constitute a permanent placement which will entitle the Employment Business, in their absolute discretion to claim an appropriate fee hereunder.
11. The fees of the Employment Business in respect of the Temporary Engagement of Locum services provided in accordance with these terms and conditions shall be as follows:
  - (a) In respect of a Temporary Engagement the Client shall make payment to the Employment Business at the rates charged as advertised at the date of engagement – see overleaf for current rates effective from 01/01/2010. These fees include the Locum hourly rate and the Employment Business commission, but are excluding VAT at the prevailing rate at the time of the invoice.
  - (b) The Client shall give the Employment Business reasonable notice of any alteration in the hours worked by the Locum. In the absence of such notice to the Employment Business, invoices shall be rendered and payable on the basis of the initial information provided by the Client to the Employment Business. Invoice queries must be raised within 2 days of receipt.
  - (c) In the event that the Client expresses dissatisfaction with the Locum, the Employment Business shall use reasonable endeavours to provide a replacement. The Employment Business does not offer any automatic refunds or rebates however we are prepared to discuss the issue on a case by case basis.
  - (d) The Client undertakes to introduce the Locum to the primary care staff at the Clients premises and provide adequate working environment and working conditions for the Locum in order to ensure the Client's satisfaction with the Locum's standards of workmanship. If the Client reasonably considers that the services of the Locum are unsatisfactory, following such introductions, the Client may terminate the assignment either by instructing the Locum to leave the assignment immediately, or by directing the Employment Business to remove the Locum.
  - (e) The Employment Business may in such circumstances above reduce or cancel the charges for the time worked by that Locum Doctor, provided that the assignment terminates, either within four hours of the Locum commencing the assignment where the booking is for more than seven hours, or within two hours for bookings of seven hours or less and also provided that notification of the reason(s) for the unsuitability of the Locum is confirmed in writing to the Employment Business within 48 hours of the termination of the assignment.
  - (f) Any of the Client, the Employment Business or the Locum Doctor may terminate an assignment at any time without prior notice and without liability.
  - (g) The Client shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Locum fails to attend work or notifies the Client that he/she unable to attend work for any reason.
  - (h) The Locum shall be responsible for their own expenses unless otherwise agreed in writing prior to the Temporary Engagement.
  - (i) Invoices shall be rendered by the Employment Business to the Client in accordance with charges over leaf
  - (j) The Client shall pay all invoices on or before their due date.
  - (k) Payment to the Locum for his services shall be made by the Employment Business.
12. In respect of any other placement defined in Para 10 hereof the Client shall pay the Employment Business forthwith an introduction fee calculated at 15% of the annual commencing taxable pay paid to the Locum together with all taxable emoluments payable by the Client to the Locum. Alternatively, the Client has an option to extend the period of the Temporary Engagement for 6 months as an alternative to the introduction fee.

Signed .....

Position .....

Name .....

Date .....