

Terms of business between Trust Locums and Client

Definitions:

“Client” means an individual, partnership, LLP or corporate body together with any subsidiary or associated Company as defined by the Companies Act 2006 to which Healthcare Services are provided.

“Healthcare Professional” means an individual enrolled or registered on a statutory register whose primary purpose is to provide Healthcare Services

“Healthcare Services” means services for the protection, maintenance, or restoration of the health of an individual.

“Service Period” means the period, as agreed from time to time, during which Trust Locums is engaged to provide Healthcare Services.

1. By asking Trust Locums to provide Healthcare Services the Client is agreeing to abide by these terms of business.
2. Trust Locums will provide Healthcare Services on a contract for services basis. No contract will exist between Trust Locums and the Client between Service Periods.
3. These terms of business replace all previous terms of business that existed between Trust Locums and the Client.
4. Where a Client wishes to engage a Healthcare Professional within a period of six months from the last Service Period Trust Locums reserves the right to charge the Client a fee of 20% of the annual remuneration of the Healthcare Professional.
5. With regards to clause 4 where the Client fails to inform Trust Locums of the annual remuneration, the fee will be calculated by multiplying the last hourly rate agreed between the Client and Trust Locums by a figure not exceeding 300.
6. In line with CQC guidance, NHS Employment check standards and current Department of Health Directives, Trust Locums will check and verify all documentation provided by a Healthcare Professional including but not limited to, their identity, their right work in the UK, their qualification and professional registration, employment history and references, criminal records check and occupational health.
7. In line with CQC guidance, NHS Employment check standards and current Department of Health Directives, we remind the Client that they have a responsibility to check all documentation provided by Trust Locums for a Healthcare Professional including but not limited to, their identity, their right work in the UK, their qualification and professional registration, employment history and references, criminal records check and occupational health.
8. With regards to clause 7, Trust Locums shall not be responsible for any loss, damage, expense or claim by a third party arising from the Client's failure to check the documentation provided by Trust Locums.
9. The Healthcare Professional shall be managed by Trust Locums. The Healthcare Professional will utilise the premises and resources of the Client to carry out Healthcare Services on behalf of Trust Locums.
10. The Client agrees to notify Trust Locums immediately of any breach or alleged breach in performance, or any incompetence or negligence on the part of a Healthcare Professional. Any notification under this clause shall contain sufficient details of the matter or matters.
11. In line with CQC guidelines Trust Locums must receive any complaint regarding a Healthcare Professional in writing.
12. The Client shall notify Trust Locums immediately of any cancellations or changes to the nature of the Service Period. Any notification under this clause shall contain sufficient detail of such cancellation or change.
13. The Client may request Trust Locums to end a Service Period at any time. In such event, the Client will be charged for any Service Period worked at the agreed hourly rate.
14. Trust Locums will maintain throughout each Service Period Professional Indemnity Insurance with a limit of £2.5 million for any one claim.
15. The Client agrees to effect and maintain throughout each Service Period adequate insurance cover normally required by the Client.

16. Trust Locums will render invoices weekly or upon completion of the Service Period whichever is shorter. This is payable within 21 days of the date of the invoice.
17. Trust Locums must receive any complaint regarding an invoice in writing within 10 days of the invoice date.
18. Overdue invoices will be chased in accordance with the Late Payment of Commercial debts (interest) act 1998 and the Late Payments of Commercial Debts Regulations 2002.
19. Under Clause 18 Trust Locums reserves the right to charge interest at a rate of 8% above the prevailing base rate of the Bank of England. This interest will accrue daily and be compounded on all overdue invoices up until payment even after legal proceedings.
20. The Client will indemnify Trust Locums for any legal costs incurred in the pursuit of monies owed from the Client to Trust Locums or any third party. Once an application for legal proceeding has been submitted a minimum charge of £150 will apply.
21. Where any of the terms and conditions herein is inconsistent with any terms and conditions of the Client (in respect of provision of the Services) then the terms set out in this agreement shall prevail.
22. Trust Locums reserves the right to alter or change any of the terms of this agreement without prior notice to the Client.