

The Terms of Business between Trust Locums and the Healthcare Professional
This agreement replaces all previous terms of business

In this Agreement:

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

“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 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 a Trust Locums is engaged to provide Healthcare Services.

1. The terms contained herein shall be deemed to be agreed by the Healthcare Professional, as a result of the Healthcare Professional notifying Trust Locums that they wish to provide services to Trust Locums.
2. For the avoidance of doubt this agreement constitutes a contract for services between Trust Locums and the Healthcare Professional and governs all Service Periods undertaken by the Healthcare Professional. However, no contract shall exist between Trust Locums and the Healthcare Professional between Service Periods.
3. The Healthcare Professional will provide Healthcare Services for Trust Locums in line with the GMC’s guidelines on Good Medical Practice.
4. The Healthcare Professional agrees to take all reasonable steps to safeguard his/her own safety and the safety of any other person who may be present or affected by his/her actions and comply with the health and safety policies of the Client; and not at any time to divulge to any person, nor use for his/her own or other person’s benefit, any confidential information relating the Client’s or Trust Locums employees, business affairs, transactions or finances.
5. Healthcare Professionals are expected to be committed to equal opportunities, thus giving all Clients and Patients, irrespective of race, gender, class, age, disability, religion or culture equal care and attention.
6. The Healthcare Professional must notify Trust Locums immediately of any complaint or action taken against the Healthcare Professional that may restrict the Healthcare Professionals fitness to practice.
7. Where a complaint is made against a Healthcare Professional, written documentation accompanying the complaint will be sent to the Healthcare Professional for a response. A copy of this response will be sent to the originator of the complaint for further assessment.
8. If the complaint made against a Healthcare Professional is of a serious nature, Trust Locums reserves the right to pass all relevant documentation to the responsible authorities.
9. The Healthcare Professional will indemnify Trust Locums against any loss or claim made as a result of a complaint being brought against the Healthcare Professional.
10. It is a condition of our professional indemnity insurance that all registered Healthcare Professionals engaged by Trust Locums hold or maintain:
 - (i) valid license to practice in their respective specialisation issued by the relevant lawfully established and recognised licensing authority within UK.
 - (ii) Either membership of a Medical Defence Body and that the category of such membership is applicable to all services offered or provided to Trust Locums
 - (iii) Valid indemnity insurance for their own Malpractice, professional errors, omissions or negligence.
11. In line with CQC guidance, NHS Employment check standards and current Department of Health Directives Trust Locums must 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.
12. The Healthcare Professional must be prepared to undergo a full enhanced CRB check in line with the Rehabilitation of Offenders Act 1974 and must notify Trust Locums of all convictions Spent or Unspent.
13. With regard to clause 11 Trust Locums reserves the right to submit all, or any part of, the information retained on a Healthcare Professional, including CRB, to the Client for verification by them.

14. Trust Locums will hold information on the Healthcare Professional in line with current Data Protection legislation.
15. The Healthcare Professional must carry Photo ID at all times when on the Clients premises.
16. The Healthcare Professional agrees to notify Trust Locums immediately of any breach or alleged breach in performance, or any incompetence or negligence on the part of the Client. Any notification under this clause shall contain sufficient details of the matter or matters.
17. The Healthcare Professional shall immediately inform Trust Locums of any actual or anticipated inability to provide the Healthcare Services (whether by lateness, tiredness, illness or otherwise) and as per General Medical Council guidelines and the Working Time Regulations 1998 and give sufficient notice therein.
18. By agreeing to do the Service Period the Healthcare Professional is agreeing that they are fit and well and capable to undertake the Service Period as per the Working Time Regulations 1998.
19. Trust Locums may ask the Healthcare Professional to end a Service Period with a Client due to unsatisfactory performance at any time and in such circumstances Trust Locums cannot accept responsibility or liability for any loss or expense which may be suffered by the Healthcare Professional as a result of such a termination.
20. Trust Locums shall not be liable to pay the Healthcare Professional for any Service Period if the termination is within ONE hour of the commencement of a Service Period.
21. A Client may cancel or change a Service Period at short notice, and in such circumstances Trust Locums cannot accept responsibility or liability for any loss or expense which may be suffered by the Healthcare Professional as a result of such a cancellation.
22. The Healthcare Professional shall keep a full and accurate record of hours worked by him/her in respect of each Service Period.
23. Timesheets must be submitted to Trust Locums at the earliest possible convenience. Payments will be made promptly via cheque or if previously agreed with Trust Locums, into the Healthcare Professional's bank account via internet transfer.
24. A remittance will be sent to the Healthcare Professional notifying them of all monies paid. It is the responsibility of the Healthcare Professional to keep the remittance for tax purposes. There will be a charge of £5 per remittance for any duplicate issued.
25. Any timesheet received will be processed and paid at the earliest possible time determined by Trust Locums.
26. The Healthcare Professional must have the timesheet signed by the Client as the timesheet will represent the hours and visits to be paid. A timesheet not signed by the Client will not be paid until such authority is obtained.
27. Hours worked above and beyond what was originally agreed will only be paid if authorized by prior arrangement.
28. Trust Locums cannot accept responsibility or liability for any loss, claim, damages or expense which may occur as a result of monies not being paid as a result of a timesheet not being signed and/or processed.
29. By signing the timesheet the Healthcare Professional is agreeing to these terms of business.
30. The Healthcare Professional is responsible for the payment of all taxes in respect of the services provided to Trust Locums
31. Trust Locums will not be responsible for any expenses, fines or penalties incurred by the Healthcare Professional during the Service Period or in conjunction with the Service Period unless previously agreed by both parties.
32. The Healthcare Professional agrees that Trust Locums shall be entitled to deduct from any monies payable to the Healthcare Professional, all sums which may be due from the Healthcare Professional to Trust Locums howsoever incurred or arising.