

# DEFAULT TERMS OF ENGAGEMENT

These terms clarify default expectations upon Practice and Locum relating to Locum Shifts booked via GPWales.

## CONTEXT

Terms of Engagement are controlled by each Practice and can be *made up from two sources*;

1. **Default Terms of Engagement** (this document), which acts as the default baseline position. If the practice has not chosen to add additional Terms of Engagement then only the Default Terms of Engagements apply as a good faith agreement.
2. **Practice Additional Terms of Engagement** (these could be in the form of a few additional good faith terms or as a legally binding contract depending on what is entered). These additional terms can be entered by each Practice to highlight any additional Terms the Practice wishes to impose upon shifts booked via GPWales. If the Additional Terms of Engagement appear to contradict any element of the Default Terms of Engagement then the Additional Terms of Engagement take precedence.

## GENERAL ENGAGEMENT TERMS:

1. The Practice shall engage the Locum as a self-employed, independent contractor as defined by HMRC [www.gov.uk/working-for-yourself](http://www.gov.uk/working-for-yourself) and not as an employee, worker, agent or partner of the Practice (and the Locum shall not hold himself out as such);
2. The Locum shall not be entitled to any sick pay, paid holiday or other employment benefits (for the avoidance of doubt this shall exclude any benefits relating to membership of the NHS pension scheme if applicable);
3. The Locum will be responsible for payment of his own income tax and national insurance contributions in respect of any fees received from an Engagement;
4. Where the Locum is a member of the NHS pension scheme and chooses to pension the income from an Engagement in the NHS pension scheme, the Practice will pay the appropriate employers contribution in addition to the Fee;
5. Any dispute arising out of or in connection with these Terms will not be mediated by GPWales;
6. If either Practice or Locum doesn't fully understand what is meant in either the Default Terms of Engagement or the Additional Terms of Engagement they should communicate with the relevant Practice/Locum prior to applying for the shift.

## PRACTICE OBLIGATIONS:

1. Pay the Locum the fee the Locum has offered at the point of acceptance for the shift;
2. Start and End the shifts within the advertised times (Unless agreed otherwise in the notes section of that shift. See point number 7.);
3. Treat the shift as an 'On Call' shift only if it was advertised as such;
4. Book in no more than the advertised number of Face to Face appointments, Telephone Appointments or Home Visits for the advertised duration. Booking fewer than advertised is at the Practice's discretion, but will not change the agreed fee;
5. Abide by the Shift Notes or Application Notes, as these may cover any additional requirements or information about the Shift if any were added;
6. Give the maximum notice possible if a shift where an applicant has been accepted is cancelled, and only cancel a shift when it is necessary to do so.

## LOCUM OBLIGATIONS:

1. The Locum shall provide the Services with due care and skill to the best of his or her ability in compliance with all applicable laws, regulations, standards, codes of practice and guidance relating to:
  - a. the General Medical Council;
  - b. the National Health Service;
  - c. health and safety;

- d. the Data Legislation as defined in Schedule 1;
  - e. the Bribery Act 2010,
- and the Locum shall promptly report to the Practice any unsafe or irregular working conditions or practices;
2. The Locum shall use reasonable endeavours to comply with the Practice's policies and procedures as notified from time to time to the Locum;
  3. The Locum shall, at his or her own expense, maintain (and shall ensure that any Substitute maintains):
    - a. registration with the General Medical Council;
    - b. inclusion on the medical performers list maintained by the Local Health Board.
    - c. adequate medical indemnity or insurance which provides cover in respect of liabilities that may be incurred in carrying out work as a Locum as required by the General Medical Council Good medical practice;
    - d. personal medical equipment normally required for the provision of the Services; and
    - e. (if applicable) a motor car or alternative means of completing home visits acceptable to the Practice,
    - f. and the Locum shall provide the Practice with reasonable evidence of his or her compliance on request;
  4. Charge only the fee offered at the point of acceptance for the shift;
  5. Arrive for the shift with sufficient time to settle in and familiarise oneself with the surgery to allow appointments to proceed from the advertised Start Time and leave only after the End Time;
  6. Undertake the shifts which they are accepted/booked for;
  7. Carry out the Face to Face Appointments, Telephone Appointments and Home Visits booked by the Practice up to the number advertised. Unless otherwise stated in the shift or application notes no expenses/mileage for home visits will be paid;
  8. Abide by the Shift Notes or Application Notes, as these may cover any additional requirements or information about the Shift if any were added;
  9. Give maximum possible notice if a 'Can't Attend' notice is submitted. This should only be used in an emergency situation and means you will not be able to apply for any other shifts in this timeframe and will not be able to enter data about shifts booked outside of GPWales in this timeframe meaning you risk not being covered by General Medical Practice Indemnity (GMPI);
  10. The Locum shall not use or disclose to any third party any confidential information relating to the Practice or any of its patients, save where such use or disclosure is authorised by the Practice or required by law.