



## Terms and Conditions

**THESE TERMS AND CONDITIONS** apply in relation to any services provided by GPUK Support Services Ltd ("GPWales"). (Company No. 10292472) a company incorporated in England and Wales whose registered office is at 62 High Street, Merthyr Tydfil, CF47 8DE. Some functionality of the GPWales and Locum Hub Wales services have been licensed under contract with NHS Wales Shared Services Partnership ("NWSSP").

The General Terms and Conditions apply to any individual ("User") once they are a registered user of [www.gpwales.co.uk](http://www.gpwales.co.uk) or [www.locumhubwales.co.uk](http://www.locumhubwales.co.uk) ("Website"). This will also apply to any Practice the user is enabled to use. (the "User")

The term 'you' refers to the user or viewer of our Website (and "your" will be construed accordingly).

The following terms and conditions apply to the User's use of the GPWales or Locum Hub Wales Website which is owned and maintained by GPWales, and the services available from these Website ("GPWales Service"). You as the User should please read these terms carefully as they apply to you as an individual and to any Practice you represent as a Practice Enabled User. By using the GPWales Service you as the User agree that you have read, understood and agreed to these Terms (each as amended from time to time). If you do not agree to these Terms you must not use the GPWales Service.

**IT IS AGREED** as follows:

### 1. Definitions and interpretation

1.1. In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"GPWales Service" refers to any and all functionality available to users on [www.gpwales.co.uk](http://www.gpwales.co.uk) or [www.locumhubwales.co.uk](http://www.locumhubwales.co.uk).

"GPWales" is a trading name of GPUK Support Services Ltd. (Company No. 10292472) a company incorporated in England and Wales whose registered office is at 62 High Street, Merthyr Tydfil, CF47 8DE. Locum Hub Wales is also a trading name of GPUK Support Services Ltd, and is included in reference as GPWales

"User" refers to an individual who is registered to use GPWales Services.

"Website" refers to [www.gpwales.co.uk](http://www.gpwales.co.uk) or [www.locumhubwales.co.uk](http://www.locumhubwales.co.uk)

"Personal User" refers to an individual who is registered to use GPWales Services but with access limited to functionality relating to personal usage.

"Practice Enabled User" refers to an individual who is registered to use GPWales Services as a Personal User but with additional access enabled to functionality relating to a Practice(s).

"Practice(s)" refers to the General Practice and the responsible individuals / partnership / company / limited company and/or health board which manages that General Practice.

"Permanent Job Advert" refers to an advert to a substantive post at a GP Practice, and each permanent job advert will be defined on a case by case basis on the Website as per the data entered by a Practice Enabled User.

“**Locum GP**” refers to a General Practitioner (GP) who works in the place of the regular doctor when that doctor is absent or when a GP Practice is short staffed.

“**Shift**” refers to a period of time that a locum GP will be contracted to work by the practice. The duration of each period of time will be defined on a case by case basis on the Website per the data entered by a Practice Enabled User.

## 2. Use of GPWales and Locum Hub Wales Website and Services

- 2.1. You must not use our Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 2.2. You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of malicious computer software.
- 2.3. You must not conduct any manual, systematic or automated data collection activities (including, without limitation, scraping and data mining) on or in relation to our website without our express written consent.
- 2.4. You must not use our Website to transmit or send unsolicited commercial communications
- 2.5. Users can deactivate their account at any time, provided they withdraw from any applications pending on their account.
- 2.6. This website may contain links to other Website that are not under the control of and are not maintained by GPWales. We are not responsible for the content or reliability of the linked Website. GPWales provides these links for your convenience only and does not endorse the material on these sites.
- 2.7. We reserve the right to revise these Terms on reasonable notice to you. Revised Terms shall apply from the date of publication of the revised Terms on the Website.
- 2.8. GPWales owns the intellectual property rights in the Website and material on the Website. All these intellectual property rights are reserved.

## 3. User Access

- 3.1. Access to certain areas of our Website is restricted relating to each User’s permissions. We reserve the right to restrict access to areas of this Website, or indeed this entire Website, at our sole discretion.
- 3.2. If GPWales activates your user ID and password to enable you to access areas of this Website or other content or services, you must ensure that the user ID and password are kept confidential.
- 3.3. All registered users (“**Personal User**”) will have an account.
- 3.4. Personal Users can additionally apply to gain permissions to be a “**Practice Enabled User**” on our Website enabling the user to edit practice information and carry out actions on behalf of the Practice. When your access and use of the Website is made on behalf of a Practice and by registering as such, you are warranting to us that you have the authority to do so and to bind the Practice to these terms and conditions. You agree that you will immediately notify us if you leave the Practice or if your role or responsibilities are taken over by any other person. If we receive information that you are no longer acting as a Practice Enabled User, we reserve the right to delete and/or amend your account details.

## 4. Costs of Use

- 4.1. General use of the Website is free for all users as part of the licensing to NWSSP

## 5. Permanent Jobs Process

- 5.1. Practices complete and publish job information on the Website, the published permanent job advert is emailed to NWSSP for processing into NHSJobs which would normally complete within 2 working days. The permanent job advert is then released to be available to search for within GPWales and viewed by Users. This release process will notify all Users where the permanent job advert matches their notification parameters.
- 5.2. GPWales cannot be held responsible for any delays in this process, or accuracy of posting to NHSJobs or if a job seeker is not notified of a job advert publication.

- 5.3. Applications to Permanent Jobs Advert are made via a link to NHSJobs not GPWales
- 5.4. Practices must then manage applications within NHSJobs

## **6. Locum Shifts Process**

- 6.1. Practices complete shift information and publish shifts in GPWales, notification that the shift has been generated is sent to Users who have the publishing Practice selected within their Willing to Work list. Users can apply for the shift and the Practice can select any applicant.
- 6.2. Applications will mean that Practices can view the Applicant's title, name, ability to offer shifts in languages other than English, GMC Number, willingness to work options, Insurance Status, Medical Performers List Status and Images, CVs, or any Attachments uploaded within the User's profile.
- 6.3. Applications can be withdrawn by the User at any time
- 6.4. If the shift has been published utilising the Reverse Auction model, applicants will view if they have the lowest offer or not, and if an alternative application offers lower they will be notified and allowed to reduce their fee if they wish to do so.
- 6.5. If the shift has been published utilising the Best Offer model, applicants are able make a single offer for the shift and they will not be able to change it at a later date
- 6.6. In either model, Practices are able to accept any Applicant.

## **7. Other Functionality**

### **7.1. Personal User Activity Reporting**

- 7.1.1. Activity such as shift Applications, Withdrawals, Rejection, Acceptance, Can't Attend and Cancelled as well as shift content such as number of appointments, notes and fees are tracked for the benefit of Users. This data is used to display the Manage My Shifts page. This data is also aggregated and anonymised into reporting for GPWales and NWSSP

### **7.2. Practice Enabled User Activity Reporting**

- 7.2.1. Activity such as shift Applications, Withdrawals, Rejection, Acceptance, Can't Attends and Cancelled as well as shift content such as number of appointments, notes and fees are tracked for the benefit of Users. This data is used to display the Manage My Shifts page. This data is also aggregated and anonymised into reporting for GPWales and NWSSP
- 7.2.2. User requests and approvals to be a Practice Enabled User is used to manage Users who can access the Practice Tools Menu of each Practice.

### **7.3. Willing to Work List**

- 7.3.1. Locum GPs select practices at their discretion to be added to their Willing to Work list. Adding a Practice to this list is carried out from within the Profile page and is added to the filtering process within the Search for Shifts page. It also means Users allow Practice Enabled Users connected to the selected Practice to view limited information from their profile including the Applicant's title, name, ability to offer shifts in languages other than English, GMC Number, willingness to work options, Insurance Status, Medical Performers List Status and Images, CVs, or any Attachments uploaded within the User's profile. This data is also aggregated and anonymised into reporting for GPWales and NWSSP

### **7.4. Useful Links**

- 7.4.1. This functionality on the Useful Links page provides links to other Website that are not under the control of and are not maintained by us. We are not responsible for the content or reliability of the linked Website. GPWales provides these links for your convenience only but does not endorse the material on these sites.

### **7.5. Discounts**

- 7.5.1. Users are able to access information and use of discount codes accessible to GPWales users. These codes are for use in various method with external suppliers which Users may find of benefit to use.
- 7.5.2. We are not responsible for the content, reliability of the information provided, or the actions of the supplier if anything is purchased using a GPWales code. GPWales provides these discounts for your convenience only but does not endorse the suppliers listed.
- 7.5.3. There is no cost to access these codes for Users, suppliers contribute to GPWales in exchange for listing their discounts.

## **8. 'Personal User' use and obligations**

- 8.1. It is your responsibility to make sure that all the details of your identity, credentials and qualifications are accurate and up-to-date. You may be asked to provide further information and/or proofs of credentials to Practices
- 8.2. GPWales uses email and online notifications as our primary form of communication, you must check your email (including your 'Junk Mail') on a frequent basis to verify and maintain your applications and bookings. We cannot be held responsible for any misunderstandings between Users and Practices if you fail to do this.
- 8.3. It is expected that Practices will engage Locum GPs on a temporary basis as self-employed Locum GPs as defined by HMRC. Whether or not a Locum GP's agreement is entered into between you and the Practice, we do not make any warranty or representation as to the employment or consultancy status of any Locum GP. This is a matter solely for you to determine
- 8.4. GPWales is acting as an introducer only. GPWales is not an agency and Locum GPs are not employees of GPWales. Rather, they will be deemed to be under the supervision, direction and control of the Practice from the time they report to take up their duties, for the duration of the Locum Shift, on such terms as the Practice may agree with the Locum GP. The Practice shall be solely responsible for your remuneration and pension contribution where applicable and all terms and conditions of any Locum Shift undertaken.
- 8.5. GPWales shall not be liable for any loss, injury, damage, expense or delay incurred or suffered by you arising directly or indirectly from or in any way connected with you entering into any agreement or otherwise resulting from your use of the Website, including from any bug or error in the operation of the Website.
- 8.6. GPWales shall not be liable for any loss or damage you may incur as a result of any failure by a Practice to pay you for your work
- 8.7. GPWales has no responsibility for the conduct of Practices. In the event you are dissatisfied in any way, your remedy is only against the Practice. You will not have any claims against us. Any dispute arising between you and a Practice must be dealt with directly between you and the Practice concerned.

#### 9. 'Practice Enabled User' use and obligations

- 9.1. As a Practice Enabled User it is your responsibility to ensure that all the details of the Practice are accurate and up-to-date.
- 9.2. GPWales is acting as an introducer only. GPWales is not an agency and Locum GPs are not employees of GPWales.
- 9.3. It is expected that the Practice will engage a Locum GP on a temporary basis as a self-employed Locum GP. We do not make any warranty or representation as to the employment or consultancy status of any Locum GP. This is a matter solely for the Practice to determine.
- 9.4. Practices accept, however, that the accuracy of Locum GP information is dependent on the Locum GPs keeping their details and availability up-to-date and therefore GPWales cannot be held responsible if any data displayed on the Website is found to be inaccurate or not current.
- 9.5. Practices accept that GPWales cannot be held responsible if any credentials or information displayed on the Website or provided to the Practice is found to be false, inaccurate or not current.

#### 10. Data Protection – User Personal Data

- 10.1. Each party shall comply with the provisions and obligations imposed on it by the Data Protection Laws when processing Personal Data in connection with this Agreement. Such processing shall be in respect of the following:

Categories of Data Subjects	Healthcare Professionals
Types of Personal Data	Healthcare Professional personal data, including some sensitive personal data (for example in relation to immunisation history) and DBS certificates.
Purpose and nature of processing	To provide a service to User's allowing them to store and maintain Healthcare Professional data.
Duration	As long as GPWales is a Data Processor

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- 10.2. Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws and shall make such information available to any Date Protection Regulator on request.
- 10.3. The parties acknowledge that for certain activities GPWales shall be a Data Controller in connection with this Agreement and for certain activities GPWales shall be a Data Processor. To the extent GPWales is acting as a Data Processor in respect of User Personal Data shall apply.
- 10.4. The User shall:
  - 10.4.1. ensure that any instructions it issues to GPWales shall comply with the Data Protection Laws;
  - 10.4.2. have sole responsibility for the accuracy, quality and legality of User Personal Data and the means by which GPWales acquired the User Personal Data; and
  - 10.4.3. establish the legal basis for processing under Data Protection Laws, including providing all notices and obtaining all consents as may be required under Data Protection Laws in order for GPWales to process the User Personal Data as otherwise contemplated by this Agreement.
  - 10.4.4. To the extent GPWales receives from, or processes any User Personal Data on behalf of, the User, GPWales shall:
    - 10.4.4.1. process such Personal Data only in accordance with the User's written instructions from time to time (including those set out in this Agreement) save for processing which GPWales is required to do by Applicable Laws;
    - 10.4.4.2. take commercially reasonable steps to ensure its personnel are authorised to have access to such User Personal Data, and ensure that any such personnel are committed to confidentiality or are under an appropriate statutory obligation of confidentiality when processing such User Personal Data;
    - 10.4.4.3. taking into account the costs of implementation and the nature, scope, context and purposes of the processing, implement technical and organisational measures and procedures to ensure security for such User Personal Data appropriate to the risk, including the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
    - 10.4.4.4. inform the User without undue delay upon becoming aware of any such User Personal Data (while within GPWales's or its subcontractors or affiliates possession or control) being subject to a personal data breach (as defined in Article 4 of GDPR);
    - 10.4.4.5. not disclose any User Personal Data to any Data Subject or to a third party other than at the request of the User or as expressly provided for in this Agreement;
    - 10.4.4.6. except for User Personal Data of which GPWales is also a Data Controller and except as required by law or in order to defend any actual or possible legal claims, as the User so directs, take reasonable steps to return or irretrievably delete all User Personal Data on termination or expiry of this Agreement, and not make any further use of such User Personal Data;
    - 10.4.4.7. take such steps as are reasonably required to assist the User in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
    - 10.4.4.8. notify the User as soon as reasonably practicable if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's User Personal Data; and
    - 10.4.4.9. provide the User with reasonable co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's User Personal Data provided that the User shall be responsible for GPWales' costs and expenses arising from such co-operation and assistance.
  - 10.4.5. if either party receives any complaint, notice or communication which relates directly or indirectly to the processing of User Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and provide the other party with commercially reasonable co-operation and assistance in relation to any such complaint, notice or communication.
  - 10.4.6. The User agrees that GPWales may engage Third Party Providers including any advisers, Locum GPs, or auditors to Process User Personal Data ("Sub-Processors"). By entering into this Agreement, the User is deemed to have approved the use of GPWales' current Sub-Processors.

If GPWales engages a new Sub-Processor GPWales shall inform the User of the engagement by sending an email notification to the User.

- 10.4.6.1. If the User has a reasonable basis to object to GPWales' use of such Sub-Processor, and such objection directly relates to the User's obligations under Data Protection Legislation, the User shall notify GPWales promptly in writing within 5 Business Days after receipt of the User's notice.
- 10.4.6.2. GPWales shall ensure that its contract with each Sub-Processor shall impose obligations on the Sub-Processor that are materially equivalent to the obligations to which GPWales is subject to
- 10.4.6.3. Any sub-contracting or transfer of User Personal Data shall not relieve GPWales of any of its liabilities, responsibilities and obligations to the User under this Agreement and GPWales shall remain liable for the acts and omissions of its Sub-Processor.
- 10.4.7. Where User Personal Data is Processed by GPWales under or in connection with this Agreement on behalf of the User as the Data Controller, the User agrees that GPWales may disclose the User Personal Data to GPWales' employees, sub-Contractors (including Third Party Providers), agents, Affiliates and Affiliate employees as GPWales reasonably considers necessary for the performance of its obligations under this Agreement, for compliance with applicable law, and the defence of any actual or possible legal claims. GPWales shall take reasonable steps to ensure the reliability of any person who has access to the User Personal Data and ensure that such persons are aware of GPWales' obligations under this Agreement.

## **11. Limitations and Exclusions of Liability**

- 11.1. To the extent that the website and the information and services on the website are provided, our liability to you in relation to the use of our website or under or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, will be limited as follows: neither GPWales or their officers, employees or consultants will be liable to you for any loss or damage of any nature whether arising directly or indirectly from the use of or reliance on information obtained from this website. Neither GPWales or their officers, employees or consultants will be liable for any consequential, indirect or special loss or damage and will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information.
- 11.2. Nothing in these Terms shall restrict any liability of GPWales to a User for personal injury or death resulting from the negligence of GPWales nor any statutory liability or any exclusion or limitation that is prohibited by law.
- 11.3. You agree to indemnify us against any losses, damages, costs, liabilities and expenses (including legal expenses) incurred or suffered by us and arising directly or indirectly out of any breach by you of any provision of these Terms.
- 11.4. We are not obligated to make the Website available at all times, and we reserve our right for any reason, at our discretion, to terminate the registration of any User

## **12. General**

- 12.1. If any of the terms and conditions in these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these terms and conditions shall remain in full force and effect.
- 12.2. Only you and GPWales shall be entitled to enforce these Terms. No third party shall be entitled to enforce any of these terms and conditions, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 12.3. These Terms set out the entire agreement between you and us and supersedes any and all representations, communications and prior agreements (written or oral) made by you or us.
- 12.4. These Terms are governed by the law of England and Wales. In the event of any matter or dispute arising out of or in connection with these Terms, you and we shall submit to the exclusive jurisdiction of the courts of England and Wales.