

Terms and Conditions

Locum Doctors

The following terms and conditions apply for locum doctors

Doctors are introduced to Hospitals (hereinafter called 'clients') by Swalehouse Locums (a trading name of Swalehouse Management Limited) on the following conditions:

1. You must have current registration with the General medical Council ('GMC') which must be valid throughout the period of the locum assignment. If applicable you must take your defence society certificate with you at the same time.
2. You must inform Swalehouse Locums immediately if there is any change in the status of your registration with the GMC.
3. You must inform Swalehouse Locums of any case that has resulted in your suspension or dismissal by a Health Authority.
4. Professional references will be obtained from your nominated referees prior to any assignment arranged by Swalehouse Locums. Where there is a possibility that your work through Swalehouse Locums may give you substantial access to children then Swalehouse Locums may request to know from referees whether such access should be denied. We reserve the right to make this information available in confidence to our clients
5.
 - i) You are under no obligation to accept an assignment, but after acceptance you will be responsible at all times during the assignment to the client to whom you have been assigned. Doctors will be under the supervision, direction and control of the client at all times. Doctors will not have any rights as employees whatsoever against Swalehouse Locums and nothing in these conditions shall create the relationship of the employer and employee between them.
 - ii) You will be paid on a weekly basis for hours worked by you in the previous week.
 - iii) Any payments made by Swalehouse Locums to you are made on behalf of the client and PAYE and NI contributions will be deducted as required by prevailing legislation and relevant information you supply. You should supply a P45 where possible to benefit from tax allowances.
6. When accepting an assignment through Swalehouse Locums you warrant that you will not exceed guidelines on doctors' working hours unless specified in your application form or in writing.
7. Upon acceptance of the assignment with the client, you agree that you will:
 - i) be present at the place of work during the times and for the total number of hours during each day/week as required by the client
 - ii) take all reasonable steps to safeguard your own safety and the safety of other persons who may be affected by your actions.
8. You must inform Swalehouse Locums immediately if, for any reason, you will not be able to attend. The client has the right in these circumstances to cancel an assignment without compensation.

9. Client may cancel an assignment at short notice. Swalehouse Locums will endeavour to notify you of any such cancellation at the earliest opportunity but cannot accept responsibility or liability of any financial loss or expense which you may suffer as a result of the cancellation.
10. Except where you are advised to the contrary throughout the period of your assignment you are responsible for meeting the costs of your own travelling expenses, meals, telephone calls and accommodation, which must be paid before you leave the hospital.
11. Should your hours or grade change in any way from those notified to you by Swalehouse Locums when the booking of the assignment was made, Swalehouse Locums must be informed by the Monday of the following week at the latest in order for you to receive correct payment.
12. Payment for any procedures which may qualify for additional payment under the Whitley Council Agreement should be claimed directly from the client where appropriate.
13.
 - i) You are not allowed to make any direct or other arrangements with the clients for whom you have accepted (or at any time within the previous 4 months have accepted) an assignment through Swalehouse Locums in relation to current or future assignments (here meaning any arrangement whether or not in writing by which the client either through a third party or otherwise engages you whether under a contract of employment or under a contract from the provision of services at any time between the date when the client first employs you or is in receipt of your services in accordance with an assignment arranged through Swalehouse Locums and 4 months from the date of our last invoice to the client in respect of such assignment). All such arrangements must be directly between the client and Swalehouse Locums.
 - ii) In the event of any breach by you of the provisions of clause 13i), Swalehouse Locums shall be entitled (without prejudice to any other rights and remedies which it may have) to hold you personally liable for all fees and other monies lost.
14. Swalehouse Locums reserves the right to terminate your registration with this agency at any time.
15. It is deemed that you accept these terms and conditions of service of Swalehouse Locums by virtue of your acceptance of an assignment through this agency.

Declaration

1. I understand that I will be asked to sign a form to declare my good health at the start of each locum I undertake
2. I declare that the information provided above is true and correct
3. I have read and agree the Terms and Conditions for doctors
4. I enclose a completed questionnaire
5. I give permission to Swalehouse Locums to perform a criminal record check if required.

Signature.....

Date.....