



MAYDAY locums

Primary Care Recruitment Experts

LOCUM TERMS & CONDITIONS

TERMS AND CONDITIONS

DEFINITIONS

In these Terms and Conditions the following definitions apply:
'Assignment' means the period during which the Locum is supplied by MAYDAY Locums to render services to the Client
'Client' means the person, firm, organisation or corporate body together with any subsidiary or associated company to whom the Locum is supplied or introduced
'MAYDAY Locums' means Mayday Locums of Colmore Plaza, 20 Colmore Circus, Queensway, Birmingham, B4 6AT, company number 09795489
'Locum' refers to the individual introduced by MAYDAY Locums. It includes a Locum working as a sole trader or for any other entity including limited company or otherwise
'Engagement' means any employment or use of the Locum on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement or any other engagement

1. THE CONTRACT

- a) These Terms constitute a contract for services between MAYDAY Locums and the Locum and they govern all Assignments undertaken by the Locum. However, it is important to note that no contract shall exist between MAYDAY Locums and the Locum between Assignments and nor shall it give rise to an employment contract between MAYDAY Locums and the Locum.
- b) The Locum acknowledges to MAYDAY Locums that his/her services are supplied to the Client of MAYDAY Locums on a self-employed basis and that accordingly the payment of taxation, compliance with immigration laws, insurance, indemnity, occupational health, DBS disclosure and valid registration of relevant bodies, shall fall upon and be discharged wholly and exclusively by the Locum.
- c) The Locum acknowledges that he / she is self-employed and accordingly is not an agency worker and hence the Agency Workers Regulations do not apply in relation to this agreement or any assignment under this agreement.

2. LOCUM UNDERTAKINGS

- a) MAYDAY Locums shall manage all assignments undertaken by the Locum. These Terms constitute a contract for services between MAYDAY Locums and the Locum.
- b) The Locum warrants that he/she has the necessary skills, qualification, has current valid registration with the appropriate authorities (including GMC), insurance and/or medical indemnity and DBS disclosure to perform the assignment. The Locum is in good physical health and has no reason to believe by working she/he would be putting patients at risk. To clarify, the Locum is up to date with his/her occupational health requirements for the Clients, including e.g. hepatitis B vaccination. He/she will be able to prove evidence of this at short notice.
- c) The Locum warrants to MAYDAY Locums that by entering into and performing his/her obligations under this agreement he/she will not be in breach of any obligation which he/she owes to any third party.

3. ASSIGNMENTS

- a) MAYDAY Locums will endeavour to find suitable assignment for the Locum. However there is no obligation upon the Locum to accept an assignment offered by MAYDAY Locums
- b) The Locum agrees that the nature of temporary means that there may be periods where no suitable work is available and he/she agrees that the suitability of work offered to the Locum shall be determined by MAYDAY Locums.
- c) MAYDAY Locums shall incur no liability to the Locum should it fail to provide opportunities to work in the above category and that no contract shall exist between the Locum and MAYDAY Locums during periods when he/she is not working on an assignment.
- d) With each assignment offered to the Locum, MAYDAY Locums shall inform the Locum of the identity of the Client and if applicable the nature of their business, the date the work is to commence, the duration of work, the type of work and the location and hours during which he/she will be required to work.
- e) When MAYDAY Locums have introduced the Locum to a Client, the Locum agrees that working with the Client directly would be prejudicial to our business interest. If a Locum is approached directly by a Client for work we ask that the Locum contact MAYDAY Locums in writing as the Client is in breach of MAYDAY Locums Terms & Conditions. If the Locum works directly with a Client after being introduced through MAYDAY Locums during the course of an assignment or in the future MAYDAY Locums will be entitled to charge the Client a fee as per Client Terms and Conditions and £3000 fee to the Locum.

4. CONDUCT OF ASSIGNMENTS

- a) The Locum agrees that upon acceptance of an Assignment with one of our Clients, he/she will comply and cooperate with all reasonable and lawful rules and regulations of the Client's establishment and will have reasonable autonomy in relation to determining the method of performance for his /her services.
- b) During the Assignment the Locum agrees to take all reasonable steps to safeguard his/hers own health and safety and that of any other person who may be present or be affected by his/her actions and comply with the Client's health and safety policies and procedures, including occupational health status.
- c) The Locum agrees not to engage in any conduct detrimental to the interest of the Client and not to divulge at any time any confidential information relating to MAYDAY Locums or the Clients employees, business affairs, transactions or finances.
- d) If the Locum is unable for any reason to attend work during the course of an Assignment he/she should inform MAYDAY Locums within 24 hours of the commencement of the Assignment, or if the Locum becomes aware for any reason why he/she may not be suitable for an assignment he/she should notify MAYDAY Locums without delay.

5. TIMESHEETS

- a) Upon completion of an assignment the Locum shall forward his/her timesheet to MAYDAY Locums via fax or email for the amount due by the next Monday (1200 hrs).
- b) Where an assignment is for a period of more than one week, such timesheets must be submitted weekly for the duration of the assignment. MAYDAY Locums shall not be obliged to pay any fees to the Locum unless a timesheet has been properly submitted with verification of working time. MAYDAY Locums cannot process unsigned timesheets.
- c) All timesheets must be signed by an authorised representative of the Client as verification of working time for which payment is claimed. Failure to submit a properly completed timesheet with verification of time worked will require MAYDAY Locums to conduct further investigations into the working time claimed by the Locum and the reasons that the Locum has failed to produce such verification. This may delay any payments due to the Locum.
- d) No Payment will be made by MAYDAY Locums for work not carried out. MAYDAY Locums shall not be obliged to pay any fees to the Locum unless a timesheet has been properly submitted by the Locum.

6. PAYMENTS

- a) MAYDAY Locums shall pay the Locum in accordance with his/her timesheet submitted. Payments will be made to the Locum gross that is without deductions in respect of National Insurance or PAYE or Class 1 National Insurance Contributions
- b) The Locum is engaged as a self-employed worker or works through his/her Limited Company and takes full responsibility for any Corporation Tax, Personal Income Tax, and any National Insurance Payments and Deductions to HM Revenue & Customs.
- c) The Locum is also responsible for completing any statutory returns to HM Revenue & Customs and Companies House. MAYDAY Locums will not be responsible to make payment of either Personal Income tax or National Insurance payments on behalf of the Locum
- d) The Locum is not entitled to receive payment from MAYDAY Locums or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason. For the avoidance of doubt the Locum is not an employed earner for the purposes of claiming any social security benefit from either MAYDAY Locums or the Client including but not limited to Statutory Sick Pay, Statutory Maternity Pay, Statutory Adoption Pay and Statutory Paternity Pay.

7. LIABILITY

- a) During the Assignment the Locum and not MAYDAY Locums will be fully liable for any loss, damage or injury to any party resulting from his/her negligent acts or omissions during the course of the Assignment. This includes dealing with complaints arisen either directly or indirectly due to the Locum.
- b) The Locum shall ensure the provision of adequate Professional Indemnity insurance and shall make available a copy of the policy to MAYDAY Locums upon request.
- c) During the Assignment the Locum will take responsibility for and indemnify us and our Clients in full against any liability, claims or disbursements that may result from any act or omission in regards to your professional practice and obligations in respect of any Taxes and/or National Insurance for any payments received in respect of Locum assignments undertaken

8. CANCELLATION OF ASSIGNMENTS

- a) MAYDAY Locums or the Client may cancel an assignment at any time without prior notice and without liability.
- b) The Locum may also cancel an Assignment at any time giving reasonable notice and a written explanation to MAYDAY Locums. If the Locum fails to inform the Client or MAYDAY Locums that he / she is unable to attend work during the course of an assignment, his/her absence will be treated as termination of the assignment.

9. AGREEMENT

- a) I confirm that I have read, understood and agree to adhere to these Terms & Conditions.

Signed: _____

Name: _____

Date: _____